

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number		Page 1 Of 67	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number DAAE07-02-R-T120	
6. Solicitation Issue Date							
7. For Solicitation Information Call:		A. Name LAURA ARTZ		B. Telephone Number (No Collect Calls) (586) 574-7482		8. Offer Due Date/Local Time	
9. Issued By TACOM AMSTA-LC-CJBB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: ARTZL@TACOM.ARMY.MIL		Code W56HZV 10. This Acquisition Is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set Aside: 100 % For <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked		12. Discount Terms	
				<input checked="" type="checkbox"/> See Schedule			
				<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)			
				13b. Rating DOA4			
14. Method Of Solicitation							
<input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP							
15. Deliver To SEE SCHEDULE		Code		16. Administered By			
Telephone No.				Code			
17. Contractor/Offeror		Code		Facility		18a. Payment Will Be Made By	
Code						Code	
Telephone No.				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked			
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				<input type="checkbox"/> See Addendum			
19. Item No.		20. Schedule Of Supplies/Services		21. Quantity		22. Unit	
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)					
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached.						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies				29. Award Of Contract: Reference _____ Offer			
<input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				<input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)		31c. Date Signed	
32a. Quantity In Column 21 Has Been				33. Ship Number		34. Voucher Number	
<input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				<input type="checkbox"/> Partial <input type="checkbox"/> Final			
32b. Signature Of Authorized Government Representative				32c. Date		35. Amount Verified Correct For	
36. Payment				37. Check Number			
<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final							
38. S/R Account Number				39. S/R Voucher Number		40. Paid By	
41a. I Certify This Account Is Correct And Proper For Payment				42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer				41c. Date		42b. Received At (Location)	
				42c. Date Recd (YYMMDD)		42d. Total Containers	

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SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

2	52.242-4021 (TACOM)	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION	JUL/1999
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During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

Executive Summary

1. The following information provides an overview of the U.S. Army Tank-automotive and Armaments Command's solicitation for a multiple award indefinite delivery indefinite quantity (ID/IQ) omnibus armoring contracts for armored commercial vehicles using current commercial practices.

2. Small Business Set-Aside: It is the Governments intention to award multiple contracts as a result of this solicitation. All contracts will be awarded to small businesses. As many as four contracts could be awarded.

3. Minimum orders. The Government will commit to awarding a total of 2 each armored vehicles under each contract it awards as a result of this solicitation. This commitment will be met within the first 18 months after award of the basic ID/IQ contract.

To provie a sense of quantities to be expected under the proposed contract. We are providing a history of the last two years. These quantities may or may not be expected depending on world events.

<u>Type of Vehicle</u>	<u>Number of procurements</u>	
	<u>FY 2001</u>	<u>FY2002</u>
Light Sport Utility Vehicle	3	2
Medium Sport Utility Vehicle	5	0
Heavy Sport Utility Vehicle	0	4
Pick Up Trucks	5	0

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4. The following are the groups of vehicles that are contained in the omnibus armoring solicitation. See the scope of work for the complete definition.

CLIN 001: Light Sport Utility Vehicle (SUV) Group: Examples: Ford Explorer, GMC Envoy, Jeep Grand Cherokee or other similar capacity vehicles.

CLIN 002: Medium SUV Group: Examples: Ford Expedition, Dodge Durango SLT, GMC Tahoe/Yukon, Toyota Land Cruiser, or other similar capacity vehicles.

CLIN 003: Large SUV Group: Examples: Ford Excursion, GM Suburban/Yukon XL, or other similar capacity vehicles.

CLIN 004: Pickup Truck Group: Examples: Ford F-150, 250 or 350 Super Duty Crew Cab, GM Silverado 3500 Crew Cab, Dodge Ram 1500 or other similar capacity vehicles.

5. The solicitation will be for contractor provided vehicles and Government provided vehicles. When the vehicles are contractor provided the contractor is free to provide any vehicle which meets the definition of the CLIN vehicle group within limitations. The offerors must submit a proposal on all four vehicle CLIN vehicle groups and on all levels of armoring.

6. TACOM has developed standard definitions of ballistic armoring levels. This solicitation contains these standard definitions. This solicitation contains four distinct levels of horizontal 360 degree armoring, three distinct levels of floor armoring and four levels of roof armoring. The offers must use these definitions of ballistic armoring levels.

7. It is our intention to compete every delivery order awarded under the resultant contracts. However in urgent situations the Government reserves the right to award without competition. Offerors are warned to pay specific attention on how each order will be competed. See clause I-55 on page 38.

8. Annual Price Catalog. The contractor shall provide the government an annual Price catalog. The catalog shall identify vehicles offered with in each CLIN vehicle group, and prices for each offered armoring level (basic, roof, and floor), and all optional standard equipment and all for the upcoming model or contract ordering period year. The contractor is free to distribute copies of the catalog for marketing purposes. The contractors are allowed to include additional equipment options in this catalog for any vehicle with the PCOs written approval.

9. Acquisition Strategy
The Government will use formal source selection procedures to select that offeror(s) whose proposal represents the Best Value to the Government. Offerors may submit more than one proposal, but each offer must be a complete, stand-alone proposal. Offerors' initial proposals must be comprehensive, fully responsive to the information requested in the solicitation, and reflect the offerors' best prices.

10. Evaluation/Selection
The source selection process shall include a Source Selection Evaluation Board (SSEB), established by the government which will evaluate all proposals submitted. The SSEB will present their findings to a Source Selection Authority (SSA) for final decision. Following an in-depth review of the information and data presented, the SSA will select for contract awards the source(s) whose proposal offers the best value to the Government when evaluated in accordance with the evaluation criteria set forth in Section K of the solicitation.

Offerors are urged to review carefully cost, schedule and performance requirements of this solicitation. Particular attention is drawn to Section K, which instructs the offeror how to present its proposal, and which sets forth the award criteria in its relative order of importance and the basis for contractor(s) selection.

11. UNUSUAL OR KEY FEATURES

Schedule
There are three types of delivery schedules. When the basic vehicle is contractor provided the completed armor vehicles can be ordered under the normal delivery schedules or under urgent delivery schedule. When the basic vehicle is Government provided the completed armor vehicles can be ordered under a normal delivery schedule which will be structured in number of days after receipt of vehicle.

Technical
The scope of work lists those minimum essential capabilities necessary to meet military operational needs. Offerors MUST propose to supply the required performance levels. Offerors may propose to supply capabilities in excess of the required performance levels. The government has listed desired capabilities in the scope of work. The Government will evaluate any offered desired characteristics. All desired characteristics below are bounded in the scope of work, except for additional warranty coverage.

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0050 (5 YEAR LONG TERM CONTRACT)</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING YEAR</u> OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p><u>FIFTH ORDERING YEAR</u> OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <hr style="width: 30%; margin-left: 0;"/> <p>The information presented below applies to Item No. 0011 Through 0045:</p> <p>Minimum 5 Year Quantity: 2 EACH of (This will be ordered during the first 18 months of the basic contract award).</p> <p>Maximum 5 Year Quantity: XXX EACH</p> <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED.</p> <p style="text-align: center;">(End of narrative A001)</p>				
0011	<u>Supplies or Services and Prices/Costs</u>				
0011AA	<u>FIRST ORDERING YEAR</u>			\$ _____	\$ _____
	<p>NOUN: ARMORED LIGHT SUV SECURITY CLASS: Unclassified</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	CLIN 001 Light Sport Utility Vehicle Group: examples: Ford Explorer, GMC Envoy, Jeep Grand Cherokee or other similar capacity vehicles. As described in scope of work paragraph I-42. Offerors shall submit first ordering year pricing for a representative Light SUV on attachment two Excel spreadsheet to this solicitation. <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> Packaging and packing in accordance with contractor's standard export packaging. <div style="text-align: center;">(End of narrative D001)</div> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Supplies or Services and Prices/Costs</u> <u>SECOND ORDERING YEAR</u>			\$ _____	\$ _____
	NOUN: ARMORED LIGHT SUV SECURITY CLASS: Unclassified CLIN 001 Light Sport Utility Vehicle Group: examples: Ford Explorer, GMC Envoy, Jeep Grand Cherokee or other similar capacity vehicles. As described in scope of work paragraph I-42. Offerors shall submit Second ordering year pricing for a representative Light SUV on attachment two Excel spreadsheet to this solicitation. <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Supplies or Services and Prices/Costs</u> <u>THIRD ORDERING YEAR</u>			\$ _____	\$ _____
0013	NOUN: ARMORED LIGHT SUV SECURITY CLASS: Unclassified CLIN 001 Light Sport Utility Vehicle Group: examples: Ford Explorer, GMC Envoy, Jeep Grand Cherokee or other similar capacity vehicles. As described in scope of work paragraph I-42. Offerors shall submit third ordering year pricing for a representative Light SUV on attachment two				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<p>Excel spreadsheet to this solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>FOURTH ORDERING YEAR</u></p> <p>NOUN: ARMORED LIGHT SUV SECURITY CLASS: Unclassified CLIN 001 Light Sport Utility Vehicle Group: examples: Ford Explorer, GMC Envoy, Jeep Grand Cherokee or other similar capacity vehicles. As described in scope of work paragraph I-42.</p> <p>Offerors shall submit fourth ordering year pricing for a representative Light SUV on attachment two Excel spreadsheet to this solicitation.</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____
0015	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>FIFTH ORDERING YEAR</u></p> <p>NOUN: ARMORED LIGHT SUV SECURITY CLASS: Unclassified CLIN 001 Light Sport Utility Vehicle Group examples: Ford Explorer, GMC Envoy, Jeep Grand Cherokee or other similar capacity vehicles. As described in scope of work paragraph I-42.</p> <p>Offerors shall submit fifth ordering year pricing for a representative Light SUV on attachment two Excel spreadsheet to this solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	<u>Supplies or Services and Prices/Costs</u>				
0021AA	<u>FIRST ORDERING YEAR</u> NOUN: ARMORED MEDIUM SUV SECURITY CLASS: Unclassified CLIN 002 Medium SUV Group Examples: Ford Expedition, Dodge Durango SLT, GMC Tahoe/Yukon, Toyota Land Cruiser, or other similar capacity vehicles. As described in scope of work paragraph I-42. Offerors shall submit first ordering year pricing for a representative Medium SUV on attachment two Excel spreadsheet to this solicitation. (End of narrative B001) <u>Packaging and Marking</u> Packaging and packing in accordance with contractor's standard export packaging. (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin			\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: ARMORED MEDIUM SUV SECURITY CLASS: Unclassified CLIN 002 Medium SUV Group Examples: Ford Expedition, Dodge Durango SLT, GMC Tahoe/Yukon, Toyota Land Cruiser, or other similar capacity vehicles. As described in scope of work paragraph I-42.</p> <p>Offerors shall submit second ordering year pricing for a representative Medium SUV on attachment two Excel spreadsheet to this solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			\$ _____	\$ _____
0023	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: ARMORED MEDIUM SUV SECURITY CLASS: Unclassified CLIN 002 Medium SUV Group Examples: Ford Expedition, Dodge Durango SLT, GMC Tahoe/Yukon, Toyota Land Cruiser, or other similar capacity vehicles. As described in scope of work paragraph I-42.</p> <p>Offerors shall submit third ordering year pricing for a representative Medium SUV on attachment two Excel spreadsheet to this solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			\$ _____	\$ _____
0024	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>FOURTH ORDERING YEAR</u></p> <p>NOUN: ARMORED MEDIUM SUV SECURITY CLASS: Unclassified CLIN 002 Medium SUV Group Examples: Ford Expedition, Dodge Durango SLT, GMC Tahoe/Yukon, Toyota Land Cruiser, or other similar capacity vehicles. As described in scope of work paragraph I-42.</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	<p>Offerors shall submit fourth ordering year pricing for a representative Medium SUV on attachment two Excel spreadsheet to this solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>FIFTH ORDERING YEAR</u></p> <p>NOUN: ARMORED MEDIUM SUV SECURITY CLASS: Unclassified CLIN 002 Medium SUV Group: Examples: Ford Expedition, Dodge Durango SLT, GMC Tahoe/Yukon, Toyota Land Cruiser, or other similar capacity vehicles. As described in scope of work paragraph I-42.</p> <p>Offerors shall submit fifth ordering year pricing for a representative Medium SUV on attachment two Excel spreadsheet to this solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p>			\$	\$

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: ARMORED LARGE SUV SECURITY CLASS: Unclassified CLIN 003 Large SUV Group: Examples: Ford Excursion, GM Suburban/Yukon XL, or other similar capacity vehicles. As described in scope of work paragraph I-42.</p> <p>Offerors shall submit second ordering year pricing for a representative Large SUV on attachment two Excel spreadsheet to this solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			\$ _____	\$ _____
0033	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: ARMORED LARGE SUV SECURITY CLASS: Unclassified CLIN 003 Large SUV Group: Examples: Ford Excursion, GM Suburban/Yukon XL, or other similar capacity vehicles. As described in scope of work paragraph I-42.</p> <p>Offerors shall submit third ordering year pricing for a representative Large SUV on attachment two Excel spreadsheet to this solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			\$ _____	\$ _____
0034	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>FOURTH ORDERING YEAR</u></p> <p>NOUN: ARMORED LARGE SUV SECURITY CLASS: Unclassified CLIN 003 Large SUV Group: Examples: Ford Excursion, GM Suburban/Yukon XL, or other similar capacity vehicles. As described in scope of work paragraph I-42.</p> <p>Offerors shall submit fourth ordering year pricing</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	<p>for a representative Large SUV on attachment two Excel spreadsheet to this solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>FIFTH ORDERING YEAR</u></p> <p>NOUN: ARMORED LARGE SUV SECURITY CLASS: Unclassified CLIN 003 Large SUV Group: Examples: Ford Excursion, GM Suburban/Yukon XL, or other similar capacity vehicles. As described in scope of work paragraph I- 42.</p> <p>Offerors shall submit fifth ordering year pricing for a representative Large SUV on attachment two Excel spreadsheet to this solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>			\$ _____	\$ _____

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0041	<u>Supplies or Services and Prices/Costs</u>				
0041AA	<p data-bbox="264 331 480 354"><u>FIRST ORDERING YEAR</u></p> <p data-bbox="264 415 831 594">NOUN: ARMORED PICK-UP TRUCK SECURITY CLASS: Unclassified CLIN 004 Pickup Truck, four door, Group: Examples: Ford F-150, 250 or 350 Super Duty Crew Cab, GM Silverado 3500 Crew Cab, Dodge Ram 1500 or other similar capacity vehicles. As described in scope of work paragraph I-42.</p> <p data-bbox="250 625 831 699">Offerors shall submit first ordering year pricing for a representative Pick-up truck on attachment two Excel spreadsheet to this solicitation.</p> <p data-bbox="444 758 699 779">(End of narrative B001)</p> <p data-bbox="264 837 501 858"><u>Packaging and Marking</u> Packaging and packing in accordance with contractor's standard export packaging.</p> <p data-bbox="444 970 699 991">(End of narrative D001)</p> <p data-bbox="264 1050 545 1071"><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p data-bbox="264 1129 456 1150">FOB POINT: Origin</p> <p data-bbox="264 1182 779 1335">SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: ARMORED PICK UP TRUCK SECURITY CLASS: Unclassified CLIN 004 Pickup Truck, four door, Group Examples: Ford F-150, 250 or 350 Super Duty Crew Cab, GM Silverado 3500 Crew Cab, Dodge Ram 1500 or other similar capacity vehicles. As described in scope of work paragraph I-42.</p> <p>Offerors shall submit second ordering year pricing for a representative Pick-up truck on attachment two Excel spreadsheet to this solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>			\$ _____	\$ _____
0043	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: ARMORED PICK UP TRUCK SECURITY CLASS: Unclassified CLIN 004 Pickup Truck, four door, Group: Examples: Ford F-150, 250 or 350 Super Duty Crew Cab, GM Silverado 3500 Crew Cab, Dodge Ram 1500 or other similar capacity vehicles. As described in scope of work paragraph I-42.</p> <p>Offerors shall submit third ordering year pricing for a representative Pick-up truck on attachment two Excel spreadsheet to this solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>			\$ _____	\$ _____
0044	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>FOURTH ORDERING YEAR</u></p> <p>NOUN: ARMORED PICK UP TRUCK</p>			\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	<p>SECURITY CLASS: Unclassified CLIN 004 Pickup Truck, four door, Group: Examples: Ford F-150, 250 or 350 Super Duty Crew Cab, GM Silverado 3500 Crew Cab, Dodge Ram 1500 or other similar capacity vehicles. As described in scope of work paragraph I-42.</p> <p>Offerors shall submit fourth ordering year pricing for a representative Pick-up truck on attachment two Excel spreadsheet to this solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>FIFTH ORDERING YEAR</u></p> <p>NOUN: ARMORED PICK UP TRUCK SECURITY CLASS: Unclassified CLIN 004 Pickup Truck, four door, Group: Examples: Ford F-150, 250 or 350 Super Duty Crew Cab, GM Silverado 3500 Crew Cab, Dodge Ram 1500 or other similar capacity vehicles. As described in scope of work paragraph I-42.</p> <p>Offerors shall submit fifth ordering year pricing for a representative Pick-up truck on attachment two Excel spreadsheet to this solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>			<p>\$ _____</p>	<p>\$ _____</p>

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	<u>Supplies or Services and Prices/Costs</u>				
0051AA	<u>CONTRACTOR TECHNICAL SUPPORT</u> SECURITY CLASS: Unclassified Contractor Technical and Logistics Assistance as described in clause I-X section I. The price of contractor technical assistance is constructed with a flat fee plus a quantity of man-days times the price of a man-day for that ordering period. The following is the Government's estimate of the total number of times this service will be awarded under each ordering period. First Ordering Period:...2 each Second Ordering Period:...2 each Third Ordering Period:...2 each Fourth Ordering Period:...2 each Fifth Ordering Period:...2 each Man-day Monday through Friday First Ordering Period:...\$ _____ Second Ordering Period:...\$ _____ Third Ordering Period:...\$ _____ Fourth Ordering Period:...\$ _____ Fifth Ordering Period:...\$ _____ <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> FOB POINT:			\$ _____	\$ _____
0061	<u>Supplies or Services and Prices/Costs</u>				
0061AA	<u>TECHNICAL INSPECTION</u> SECURITY CLASS: Unclassified Follow On Technical Inspection The contractor and a government representative(s) will visit the armored vehicles at a location in the country where the vehicles have been fielded, to jointly perform a technical inspection as set forth in clause I-x <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> FOB POINT:			\$ _____	\$ _____
0071	<u>Supplies or Services and Prices/Costs</u>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>TRANSPORTATION OF COMPLETED VEHICLES</div> <div>NOUN: TRANSPORTATION SECURITY CLASS: Unclassified</div> <div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance DEL REL CDQUANTITYDAYS AFTER AWARD 0010 (U)0030</div> <div>(U) = Undefined</div>				\$

Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-43	F.O.B Designated Air Carrier's Terminal, Point of Exportation	APR/1984
2	52.247-44	F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF IMPORTATION	APR/1984
3	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984

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Name of Offeror or Contractor:

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
2	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2002
3	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
4	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
5	52.232-16	PROGRESS PAYMENTS (ALTERNATE I--March 2000)	MAR/2000
6	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
7	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
8	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
9	52.247-29	F.O.B. ORIGIN	JUN/1988
10	52.247-34	F.O.B. DESTINATION	NOV/1991
11	52.247-48	F.O.B. DESTINATION -- EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
12	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
13	52.247-54	DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS	MAR/1989
14	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
15	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
16	52.247-65	F.O.B. ORIGIN - PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
17	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
18	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
19	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
20	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
21	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	MAY/2002

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

xx (1) 52.222-3, Convict Labor (E.O. 11755); and

xx (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

xx_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

xx_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)

xx_ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____ (ii) Alternate I to 52.219-5.

____ (iii) Alternate II to 52.219-5.

xx_ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

xx_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))

____ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

xx_ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I of 52.219-23.

xx_ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

xx_ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

xx_ (12) 52.222-26, Equal Opportunity (E.O. 11246)

xx_ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-T120 MOD/AMD</p>	<p style="text-align: center;">Page 20 of 67</p>
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Name of Offeror or Contractor:

4212).

xx_(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

xx (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

xx (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O.13126).

___(17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___(18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).

___(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
(ii) Alternate I of 52.225-3.
(iii) Alternate II of 52.225-3.

___(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

xx (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

xx (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

___(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

___(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___(28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

___(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

___(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

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22 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through five years from the date of contract award.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
(End of clause)

23 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--
(1) Any order for a single item in excess of 50.
(2) Any order for a combination of items in excess of 50; or
(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b) if it is a bilateral delivery order. If it is a unilateral delivery order the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b) unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of clause)

24 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six years from date of contract.

[End of Clause]

25 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR MAY/2002
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items

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- or components.
- xx_252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
 - ____252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
 - _xx_252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
 - ____252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
 - _xx_252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
 - _xx_252.225-7012 Preference for Certain Domestic Commodities.
 - ____252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
 - _xx_252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
 - ____252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Section 8064 of Pub.L. 106-259).
(Alternate I)
 - ____252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
 - ____252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
 - ____252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
 - ____252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C.2534(a)(3)).
 - ____252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (____ Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
 - ____252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
 - ____252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
 - _xx_252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
 - _xx_252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)
(____Alternate I)
(____Alternate II)
 - ____252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).
- 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

26 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS MAR/2000
(TACOM)

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

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(1) Start deliveries 90 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.

- (i) You'll deliver a minimum of 10 units every 30 days;
- (ii) You can deliver more than the minimum number of units every thirty days: at no additional cost to the Government

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START _____ DAYS AFTER DELIVERY ORDER AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS EVERY 30 DAYS.

(3) ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER UP TO A MAXIMUM QUANTITY OF -5- EVERY 30 DAYS.

[End of Clause]

27

52.212-4

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

DEC/2001

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

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- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5 for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.

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- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

28 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION MAR/2000

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

29 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the

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following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

<u>MATERIAL (If None, Insert None.)</u>	<u>ACT</u>
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

30 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT DEC/1991

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, MATERIAL INSPECTION AND RECEIVING REPORT, of the Defense FAR Supplement.

(End of clause)

31 52.204-4005 REQUIRED USE OF ELECTRONIC COMMERCE MAY/2000

(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

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(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7059.

[End of Clause]

32	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

33	52.211-4047 (TACOM)	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	APR/2000
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(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

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(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(7) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(8) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.

(9) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

34 52.223-4000 ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS SEP/1978
(TACOM)

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective data of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

35 52.246-4005 INSPECTION AND ACCEPTANCE POINTS: ORIGIN FEB/1995
(TACOM)

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant: _____
(Name and Address)

Subcontractor's Plant: _____
(Name and Address)

[End of Clause]

36 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to

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the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

- (c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

37	52.247-4003 (TACOM)	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS THROUGH THE DEFENSE TRANSPORTATION SYSTEM FROM OCONUS CONTRACTOR FACILITIES	MAR/2002
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(a) All shipments to water or air ports for transshipment to (i) destinations in the continental United States (CONUS), or (ii) other areas outside the continental United States (OCONUS), are subject to clearance and documentation procedures in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP).

(b) Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through the DTS will be marked in accordance with the requirements of MILSTAMP, MIL-STD-129, Military Standard Marking for Shipment and Storage, including bar code markings.

[End of Clause]

38	52.247-4004 (TACOM)	MARKING REQUIREMENTS FOR EXPORT SHIPMENT	FEB/1998
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Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), MIL-STD-129, Military Standard Marking for Shipment and Storage, and ANSI/AIM-BC 1. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is included elsewhere in this contract.

[End of Clause]

39	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002
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ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I-42 Scope of Work

a. This is a five (5) year, Indefinite-Delivery, Indefinite-Quantity (ID/IQ) contract for armoring, of commercial sport utility vehicles (SUV) and pickup trucks using current commercial practices. As authorized only by valid Delivery Order(s) issued by the Contracting Officer, the contractor will modify contractor or government-furnished commercial vehicle(s) to an armored vehicle configuration, which meets the performance requirements of this Statement of Work.

b. Contractor Provided Vehicles

1. Unless specified otherwise within the Task Order, the contractor will furnish the vehicle(s) required by each delivery order. All vehicles will be new (less than 1,000 miles) from the current or preceding model year on the date of the delivery order.

2. Vehicles armored under this contract will fall into the following four general groups. Manufacturers and models are provided as examples. Vehicle chassis chosen must be from a major commercial manufacturer and must be supportable through a commercial dealer network in the destination country.

CLIN 0001: Light SUV Group: Ford Explorer, GM Trailblazer, or other similar capacity vehicles with minimum seating of 5 and internal cubic volume of 70-85 cubic ft.

CLIN 0002: Medium SUV Group: Ford Expedition, Dodge Durango SLT, GM Tahoe/Yukon,, or other similar capacity vehicles with minimum seating of 6 and internal cubic volume of 86-115 cubic ft.

CLIN 0003: Large SUV Group: Ford Excursion, GM Suburban/Yukon XL, Toyota Land Cruiser or other similar capacity vehicles with minimum seating of 8 and internal cubic volume of 116+ cubic ft.

CLIN 0004: Pickup Truck Group: Ford F-150, 250 or 350 Super Duty Crew Cab, Ford Explorer Sport Trac, Dodge RAM, Dodge Dakota Quad Cab, GM S10 Crew Cab GM Silverado 3500 Crew Cab, Ford Explorer Sport Trac or other similar capacity vehicles with minimum seating of 5 and four doors.

This includes all commercially available derivatives (e.g., special editions, extended versions, etc.) new model years, and manufacturer "name change", for the above named models, through the duration of the contract. The government reserves the right to amend this list of vehicles.

3. The vehicles will be ordered with the following original equipment manufacturer (OEM) heavy duty options (if available on the OEM's published list of optional-equipment):

- (a) The largest OEM engine (fuel type specified in the delivery order)
- (b) Auxiliary engine/transmission cooler
- (c) Heavy duty automatic transmission
- (d) Four wheel or all wheel drive when available. (Automatic style that may be engaged without leaving the vehicle)
- (e) Highest (numerically) available limited slip rear axle
- (f) High-capacity front and rear air conditioning.
- (g) Heavy-duty suspension (upgraded front and rear springs, sway bars, heavy-duty shock absorbers).
- (h) Trailer towing package.
- (i) Heavy-duty electrical / cooling group.
- (j) Power windows and locks.
- (k) Any colors except Reds, Yellows, Oranges or neon colors.
- (l) US and Metric Speedometer
- (m) Heavy duty brakes
- (n) Four Doors

The vehicles will be built for the Area of Operations (AO) specified in the delivery order. Grey market vehicles may be used if necessary but must be modified to meet the OEM specifications for the AO (e.g. add high-sulfur fuel compatible fuel pump).

4. The delivery order may specify certain additional equipment. This equipment will be separately priced under each CLIN.

- (a) All pick up trucks: Tempered aluminum / Polycarbonate tonneau cover with lockout mechanism. (A system like Retrax or equivalent.)
- (b) Tinted glass equal to the darkest tint offered by the OEM manufacturer
- (c) An engine block heater.
- (d) Tires configured to the operating environment (load and temperature range) (if OEM tires will be used in final system)
- (e) Right hand drive
- (f) Manual Transmission
- (g) High altitude package

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b. Government Provided Vehicles.

The government may choose, as an option, to furnish vehicles for armoring from the GSA schedule that meet the requirements specified above. This will be specified at the time the delivery order is competed.

c. Urgent Requirements

The Government may identify a Delivery Order as an urgent requirement at the time that it is competed. The Contractor will then provide armored vehicles that meet the delivery order's requirements within 30 calendar days from the date of the delivery order.

I-43 Basic Protection Package.

a. The basic price of the armor protection package includes installation of opaque and transparent armor for the entire vehicle, i.e., 360 degree horizontal protection. (The roof, and floor armor protection, are separately priced options). The basic price also includes:

1. Operable Front Windows (left and right; either or both), 6"-8" maximum drop. Power windows shall operate smoothly and have positive window and motor stops at the fully open and closed positions.
2. Explosion proof/self sealing, corrosion resistant fuel tank
3. Ballistic protection for the vehicle management system (engine computer) if located outside of the passenger compartment.
4. Ballistic protection for the battery or a contractor provided gel style battery.
5. Installation of second protected battery (backup) or gel cell battery, with primary-secondary switch accessible to the vehicle operator
6. Interior/exterior intercom system
7. Anti-theft kill switch incorporated in a government chosen location
8. Deactivation switch for all front-seat air bags. Switch will ensure that all front seat air bags can be deactivated quickly. Switch must be within arm's reach of driver and clearly labeled. When disabled a red warning light will illuminate to warn the operator.
9. Airlift tie-down brackets
10. Tailpipe screen/protection and a locking gas cap.
11. Child protection locks on all passenger doors shall be disabled.
12. Commercial opaque car cover for each vehicle (which extends the useful life of transparent armor).
13. Armor Kit Maintenance Guide in English and optional second language specified at time delivery order is competed. (see I-49).
14. Car jack for changing tires must accommodate the weight of the vehicle after armoring
15. Exterior door locks will be hardened to prevent thieves from drilling through the lock mechanism or the vendor can propose a second or backup system to defeat a thief's attempt to break into the vehicle
16. Seat belts (lap belt a minimum) for all passengers
17. Mobility Enhancements for all wheels including a full size spare:
 - (1) Capable of providing continued mobility under all inflation conditions (including zero air pressure) without failure under the following conditions: 4 flat tires, 5 miles at 30 mph, any terrain, 1 flat tire 18 to 30 miles at 30 mph .
 - (2) An original equipment manufacturer (OEM) or modified OEM wheel with a multi-piece composite material run-flat device. Tire deflection should not exceed 55% of normal sidewall height under zero air pressure conditions.
 - (3) A tire rated for on highway and off road operations that meets the appropriate load range requirements for the after armoring Gross Vehicle Weight.
 - (4) Wheel and tire must be properly matched to the vehicle's new after armoring load rating and the environmental conditions of the destination country.
 - (5) Runflat inserts should be capable of withstanding ballistic threats of 7.62 NATO rounds without breakage or structural failure. Damage limited to full penetration of the projectile is acceptable.
18. Deactivate OEM emergency fuel cutoff switches

The contractor shall provide and install all necessary materials, components, accessories and/or mounting hardware for the basic armor application package, and each specified optional feature, and make any/all compensatory adjustments to the vehicle, in accordance with the requirements set forth within this contract.

b. Armor protection package optional levels of protection.

The following separately priced optional levels of protection for additional protection and other/miscellaneous vehicle features shall be specified as applicable or non-applicable at time delivery order is competed.

1. Additional Ballistic Protection

- (a) Roof Armor (see clause I-45)
- (b) Floor Armor (see clause I-45)

2. Miscellaneous Vehicle Features. The delivery order may specify certain additional equipment. This equipment will be

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separately priced under each CLIN. The contractor shall provide and install.

(a)(1) Alternate Run Flat Wheels when the standard run-flat is not made for a specific vehicle or if specified in the delivery order: Capable of providing continued mobility under all terrain and inflation conditions (including zero air pressure) without failure under the following conditions; 4 flat tires, 5 miles at 30 mph, any terrain, 1 flat tire 30 miles at 30 mph.

(2) A complete assembly consisting of a two-piece bolt together wheel, with a flat base in the traditional "drop center" area of the wheel, with a rubber (or equivalent material) run-flat incorporating a dual bead-lock design. Tire deflection will not exceed 55% of normal sidewall height under zero air pressure conditions.

(3) A tire rated for on highway and off road operations that meets the appropriate load range requirements for the after armoring Gross Vehicle Weight.

(4) Wheel and tire must be properly matched to the vehicle's new after armoring load rating and the environmental condition of the destination country.

(5) Wheels should be capable of withstanding ballistic threats of 7.62 NATO and 50 caliber rounds without breakage or structural failure. Damage limited to full penetration of the projectile is acceptable.

- (b) Ram Bumper on the front.
- (c) Ram Bumper on the rear
- (d) Paint vehicle another color
- (e) Front push bar and grille guard
- (f) Remote starter and locks
- (g) Concealed lights and sirens
- (h) Commercial Global Positioning System (GPS)
- (i) Central tire pressure monitoring system

3. Miscellaneous Vehicle Higher-Level Protection Features. For armor level C and D vehicles (reference clause I-45), the delivery order may specify certain additional equipment. This equipment must be available and will be separately priced under each CLIN. The contractor shall provide and install.

- (a) Respiratory protection system to protect vehicle occupants from chemical agents
- (b) Bomb detection/scanner system that will alert the driver before the vehicle is unlocked that a foreign device has been attached to the vehicle. System should be capable of interfacing with a vehicle tracking system. (TALOS Security System or equivalent)
- (c) Ventilation cut-off/fresh air lockout that will protect vehicle occupants from smoke or tear gas.
- (d) Under-hood fire suppression system (Non-HALON) that will automatically activate in the event of an engine compartment fire.

4. Specific methods and features of options shall be as described in the Contractor's proposal will be incorporated here.

5. The government reserves the right to negotiate for other commercially-available options, and/or solicit supplemental pricing, in order to take advantage of technological innovations during the period of performance, or based on a user's unique requirements. (Examples: exterior mounted floodlights, front-mounted winch, night-vision compatible glass, etc.) The contractor, if and when required by the government, will quote these types of options separately to include pricing and delivery impact, if any.

6. The government reserves the right to solicit driver training services for contractor-modified vehicles, valid through the duration of the basic agreement. Travel locations, quantities, tasks, and other specific pricing assumptions would be solicited once actual training requirements become known.

I-44 Warranty and Inspection.

a. All vehicles armored under this agreement shall carry a minimum two (2) year warranty on parts, labor, and workmanship on ballistic glass, and a minimum three (3) year warranty on parts, labor, and workmanship on opaque armor, from date of acceptance. The cost of the warranty is included in the price of the completed vehicle. TACOM desires the armorer to provide warranty coverage at the vehicles location, with no out-of-pocket cost to the government, i.e., parts, labor, shipment and travel.

b. Contractor is expected to assign any remaining OEM warranty protection. Additional warranty coverage will be negotiated (see provision K-18 b. (2)) and inserted here.

c. The contractor shall provide and install all necessary materials, components, accessories and/or mounting hardware for protection package, and each specified optional feature, and make any/all compensatory adjustments to the vehicle, in accordance with

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the requirements set forth within this contract.

I-45 Performance Requirements

a. Ballistic Performance.

1. The ballistic protection requirements are divided into four (4) general categories of armor protection, described below. The required armor protection level for the Basic Protection Package, Roof, and Floor for each vehicle will be identified in the delivery order as specified below. Attachment XX to the contract summarizes the armor protection levels described in this section.

(a) Level A (AK-47). All transparent and opaque armor must, at a minimum, defeat three rounds each of rifle 7.62x39 mm Ball PS, M1943, with maximum/minimum velocities of 2340/2275 (fps) measured at ten feet from target impact at zero degree obliquity.

(b) Level B (M80 Ball). All transparent and opaque armor must, at a minimum, defeat three rounds each of rifle 7.62x51 mm Ball M80, with maximum/minimum velocities of 2850/2750 (fps) at ten feet from target impact at zero degree obliquity.

(c) Level C (M80 and M193). All transparent and opaque armor must, at a minimum, defeat three rounds each of rifle 7.62x51 mm Ball M80, with maximum/ minimum velocities of 2850/2750 (fps) measured at ten feet from target impact at zero degree obliquity, and three rounds each of rifle 5.56x45 mm, M193, with maximum/minimum velocities of 3235/3135 (fps) at ten feet from target impact at zero degree obliquity (i.e., two coupon tests using 3 shots each).

(d) Level D (M61/XM993AP and XM995AP) All transparent and opaque armor must, at a minimum, defeat three rounds each of rifle 7.62 mm by 51 mm AP (M61/XM993), with maximum/ minimum velocities of 2860/2750 (fps) measured at ten feet from target impact at zero degree obliquity, and three rounds each of rifle 5.56x45 mm AP (XM995), with maximum/minimum velocities of 3235/3135 (fps) at ten feet from target impact at zero degree obliquity (i.e., two coupon tests using 3 shots each).

2. The Floor Armor has three (3) protection level options.

(a) AK-47 at 30 degrees. The floor shall be armored with opaque armor (a metallic materiel is desired and will receive a higher rating) to defeat three rounds each of rifle 7.62x39 mm Ball PS, M1943, with maximum/minimum velocities of 2340/2275 (fps) measured at ten feet from target impact at 30 degrees obliquity using the test procedure below.

(b) DM51 (German Ordnance) Grenade. The floor shall be armored with opaque armor that provides floor crew protection, to withstand the blast from one (1) DM51 Grenade underneath the vehicle while on a hard stand (concrete) using the test procedure below.

(c) M67 (U.S.) Grenade. The floor shall be armored with opaque armor that provides floor crew protection, to withstand the blast from two (2) M67 (U.S.) Grenades simultaneously detonated underneath the vehicle while on a hard stand (concrete) using the test procedure below.

3. The Roof Armor has four (4) protection level options.

(a) AK-47 at 0 degrees. The roof shall be armored with opaque armor to defeat three rounds each of rifle 7.62x39 mm Ball PS, M1943, with maximum/minimum velocities of 2340/2275 (fps) measured at ten feet from target impact at 0 degrees obliquity using the test procedure below.

(b) M80 NATO at 0 degrees. The roof shall be armored with opaque armor to defeat three rounds each of the U.S. Military Cartridge caliber 7.62x51 mm Ball M80, with maximum/minimum velocities of 2850/2750 (fps), measured at ten feet from target impact, at 0 degrees obliquity using the test procedure below

(c) M16 at 0 degrees. The roof shall be armored with opaque armor to defeat three rounds each of the U.S. Military Cartridge caliber 5.56x45 mm (M193), with maximum/minimum velocities of 3235/3135 (fps), measured at ten feet from target impact, at 0 degrees obliquity using the test procedure below.

(d) AP. The roof shall be armored with opaque armor to defeat three rounds each of rifle 7.62mm by 51mm AP (M61/XM993), with maximum/ minimum velocities of 2860/2750 (fps) measured at ten feet from target impact at zero degree obliquity using the test procedure below.

4. Ballistic Test Procedure. The ballistic performance verification test shall be conducted in accordance with the American Society of Testing Materials (ASTM) Standard F1233-98, Standard Test Method for Security Glazing Material and Systems, using the rounds specified above. All armoring materials shall demonstrate capability to defeat 3 shots at 120-degree intervals on the periphery of an eight-inch diameter circle of a coupon. The vendor will be required to insure that each lot of materials, used in the vehicles, is certified for ballistic conformance.

5. Blast Test Procedure. On a concrete surface, the test fixture will be at a like distance from ground of your vehicle after armoring. Test coupon will be 41 3/4 inch x 41 3/4 inch with welds and seams representative of a production vehicle floor pad.

b. Vehicle Performance and Configuration Requirements

1. The threat ballistic projectiles, whether following any linear path or ricochet, shall not penetrate the passenger

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compartment, and construction/design shall minimize the creation and impact of secondary projectiles.

2. The vehicle must be within the acceptable safety standards as defined by Federal Motor Vehicle Safety Standards (FMVSS), (49 CFR Ch. V).

3. Payload capacity, after armoring, shall, at a minimum, accommodate the OEM stated number of adult passengers times 200 pounds. Our desired payload capacity is 250 pounds per passenger. The ability to carry additional payload will be considered desirable and given additional consideration during the competing of delivery orders. Specifically, vehicles shall have an after-armoring payload capacity of not less than that listed below. These payloads shall apply at all armor protection levels under this agreement, unless the vehicle is not offered or available at that protection level, or specifically waived. Cross-reference paragraph I 42 above for vehicle "groups".

CLIN Group	Number of passengers Minimum	After-Armoring Payload Capacity (pounds)	
		Required	Desired
0001 Light SUVs	5	1,000	1,250
0002 Medium SUVs	6	1,200	1,500
0003 Large SUVs	8	1,600	2,000
0004 Pickup Trucks	4	*90%	100% of maximum OEM payload

4. A significant portion of the mileage of the vehicles will be on secondary roads. The installation and fastening of the armor materials must be capable of withstanding the shock and vibration of secondary roads.

5. The suspension system, attachment points and related infrastructure components shall be modified to meet after armoring mass and payload of the vehicle.

c. Vehicle Performance and Configuration Design Objectives

1. Overall construction/design shall achieve balanced structural loads given the capabilities and limitations of the OEM vehicle. All necessary modifications to the vehicle shall be completed such that:

- a. the automotive functionality (e.g., acceleration, braking, handling, etc.), and
- b. the appearance of the base vehicle (interior and exterior), is maintained as close as possible to OEM characteristics. The appearance of the vehicles must be inconspicuous. They must appear to be normal everyday passenger vehicles. Specific vehicle acceleration, braking, and cornering at after armoring mass weight on dry surface should allow for positive control at all times. Impacts on interior environmental features, including noise levels, HVAC, lighting, and sound systems shall be minimized and such systems shall perform as intended. Transparent armor will be dark tint; comparable to the darkest offered by the OEM glass unless specified differently in the task order.

2. Performance Design Objectives.

- a. Acceleration: Desired: 0 to 60 mph in under 15 seconds.
Required: 0 to 60 mph in under 20 seconds
- b. Top speed: Desired minimum top speed: 90 mph.
Required minimum top speed: 80 mph.
- c. Suspension and Handling. Handling with a lateral G force of .65 or greater. Drive Train and couplings (attachment points) and related infrastructure components shall be reinforced, if necessary, to accommodate increased vibration/stress due to additional weight of the armor mass.
- d. Braking. Below is the required braking distance for each vehicle class:
 - (1) CLIN 0001 Light SUV Group: from 60 mph to full stop in less than 160 feet.
 - (2) CLIN 0002 Medium SUV Group: from 60 mph to full stop in less than 165 feet.
 - (3) CLIN 0003 Large SUV Group: from 60 mph to full stop in less than 170 feet.
 - (4) CLIN 0004 Pickup Truck Group: from 60 mph to full stop in less than 170 feet.

e. Brake system shall accommodate after armoring mass of vehicle and be of such design as to ensure against failure at top speed and/or repeated use. Each vehicle type will be tested for the performance criteria above without a payload except for an operator weighing approximately 200 lbs.

I-46 Performance Verification

1. Quality Assurance

- a. The contractor shall have a quality assurance system that as a minimum, documents inspection status and assures

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verifiable consistency in the level of quality of work performed. The contractor shall provide a Vehicle Inspection Record (VIR) for each vehicle produced. The contractor shall perform the inspections and document the VIR. However, the government shall exercise independent judgement in deciding whether a completed vehicle so presented is acceptable or not, based on the performance requirements of this Section I. The VIR (completed and satisfactory) is the contractor's indication or statement that the vehicle is ready for acceptance, and not a mandate that the vehicle MUST be accepted. A sample VIR is at attachment 002.

b. The contractor will make available to the government upon request, all of its performance documentation which it used to complete the VIR including but not limited to: ballistic performance data for all armor, transparent and opaque, test reports and certifications regarding optical clarity, distortion and defects to the government. Ballistic performance certifications for each lot of armor materials must either be certified by an independent laboratory, or follow an approved, documented contractor certification process, which is periodically validated by an independent certification lab in accordance with Exhibit B, Data Item A002. The contractor shall retain all such records for a period not to exceed three years following contract expiration.

c. If the contractor changes armoring material vendors, armoring materials or designs from those in the proposal, they must notify the government and provide appropriate certifications, specifications and drawings for technical review prior to delivery order award. A list of approved vendors will be included in each contract.

d. The government will, as a minimum, test acceleration, handling and braking performance using a Vericom VC2000PC. The government reserves the right to conduct such road tests deemed necessary to verify road worthiness and quality assurance/performance such as road shock and vibration, handling, etc. These tests will be done at government cost by the government, the contractor, or by a third party.

2. Inspection of Work In-Progress.
The government reserves the right to inspect work in-progress of the production units. Attention will focus on the potential for ballistic gaps, general vehicle performance and configuration issues per I-46 1 above, and any suspected aspects of vehicle vulnerability. The contractor will recommend an appropriate time frame for this activity to the PCO and ACO, giving at least three (3) weeks advance notice (to allow for travel arrangements).

3. Process Inspections.
The government reserves the right to conduct process inspections. The government will coordinate the inspection time frame with the contractor, providing appropriate advance notice and internal coordination. Any inspection conducted by the government under this section shall be in addition to any other contractually required inspections and shall not prejudice any of the government's rights under this agreement.

4. Security Requirements.
The contractor shall provide the government a copy of their company security plan to include personnel security practices, security clearance levels, Operational Security (customer identification, destination, delivery schedule), and facility physical security in accordance with Exhibit A, Data Item No. A00x.

I-47 Follow On Technical Inspection CLIN 0061

1. The contractor and a government representative(s) will visit the armored vehicles at a location in the country where the vehicles have been fielded, to jointly perform a technical inspection. The government intends to request this support on a yearly basis. These follow-on technical site inspections shall consist of the following:

- a. Overall technical inspection of each armored vehicle.
- b. Discussions of any ballistic, operational, mechanical, or electrical problems.
- c. Discussions of any maintenance issues.
- d. An estimate of the remaining service life of the vehicle.
- e. A contractor/government debrief to the unit.
- f. Answer any questions from the unit.
- g. A final written report with recommendations to the government.

2. The location, time, and date of site visits will be provided by the government and any required support will be called out in the contractors proposal.

3. The PCO will designate the times, installations, activities, and areas within which the services will be done. However, the Government will not supervise or otherwise direct activities of the contractor representatives.

I-48 Transportation Requirements CLIN 0071.

1. Transportation of the armored vehicle to the specified destination will be separately priced. Pricing for FOB destination shipments will NOT include all applicable Customs, Duties, Taxes and Fees. The Government will act as importer. Destination Ship To

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address, and Mark For address, will be provided by the government for the vehicle. Any of the following transportation methods may be specified in delivery orders:

- a. Commercial Sea FOB destination. The contractor will arrange transport of the armored vehicle in sealed containers by commercial shipping including transport to the port of embarkation, sea shipment, and transportation from the port of debarkation, through customs, to the destination point.
- b. Commercial Air FOB destination. The contractor will arrange transport of the armored vehicle by commercial air freight. The vehicle will be transported by covered truck to the airport of embarkation and by air to the airport of debarkation to the point where the vehicle will be taken through customs.
- c. Government Bill of Lading (GBL) Sea FOB Origin. The contractor will load the armored vehicle into a government provided container. The contractor will provide appropriate blocking and bracing materials and secure the vehicle in the container to prevent damage during shipping. The contractor is responsible for preparation of shipping documentation and HAZMAT certifications.
- d. Government Bill of Lading (GBL) Air FOB Origin. The contractor will load the armored vehicle onto a government provided truck and assist in securing the vehicle to prevent damage during shipping. The contractor is responsible for preparation of shipping documentation and HAZMAT certifications.

I-49 Data Requirements.

- 1. The parties will jointly review the Armor Maintenance Guide in final draft format, described immediately below, or a commercial equivalent, at a mutually agreeable time prior to final delivery. The vehicle will not be accepted until the Armor Maintenance Guide has been accepted. Reference Contractor Data Requirement List, DA 1423 Data Item A001.
- 2. Armor Maintenance Guide. This is a written, illustrated maintenance guide (in contractor format) including prescribed maintenance regimen, recommended parts replacement frequency, and any special care instructions necessary for proper maintenance of the modified/replaced vehicle sub-systems. The maintenance guide shall include a listing, by manufacturer's part number and supplier, of all contractor-installed parts and suspension upgrades or equipment, in or upon the vehicle. The maintenance guide shall also highlight any modifications to the normal maintenance procedures for the vehicles, in order to maintain optimum operation. This may include, but not be limited to modifications to the petroleum, oils and lubricants (POL) change and/or upgrade frequency, tire maintenance, brake maintenance, and structural inspection. The maintenance guide shall state all warranty coverage applicable to the deliverable vehicle.
- 3. The standard OEM Operator's manual, in English, shall be delivered in the vehicle glove box. Once the Armor Maintenance Guide is finalized, four copies, two in English and two in the optional second language (if required in delivery order), are due per vehicle with one (1) set each, placed in glove box.
- 4. The contractor shall deliver to the Principal Contracting Officer (PCO) or another address specified in the delivery order, the vehicle certificate of origin (or title transfer), the second set of the Armor Maintenance Guide and second set of keys. These items will be express mailed (registered) prior to vehicle shipment to the address designated in the delivery order.
- 5. Annual Price Catalog. The contractor shall provide the government an annual Price catalog. The catalog shall identify vehicles offered in each group, and prices for each offered armoring level (basic, roof, and floor), and all optional standard equipment and all for the upcoming calendar or contract year. The catalog shall be submitted to the PCO for review and approval not later than three (3) months before the start of the year. The catalog shall be standard size paper. The catalog shall be submitted in both hard copy and on a CD-ROM.
- 6. The Contractor shall deliver copies of Armor Certification and Standard- with each vehicle. The documentation shall verify that the ballistic testing was completed in accordance with Society of Testing and Materials, ASTM F1233-98 and Data Item A002.
- 7. The Contractor shall deliver copies of the Welding Certification and Standard with each vehicle. The documentation shall verify the training and certification procedures for the personnel assigned to this contract as welders. The welder(s) shall be certified under American Weldment Society (AWS) Standard D1.1, Structural Welding Code Steel.

I-50 Notification of Delay in Delivery

In the event of an actual or anticipated delay in delivery, the contractor shall notify the Contracting Officer as soon as possible of the cause, expected duration and recommended course of action. TACOM reserves the right to designate the relative priority of each vehicle ordered under this Contract, in addition to any other rights it already has under this contract.

I-51 Contractor Technical and Logistics Assistance CLIN 0051

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1. The government reserves the right to require the contractor to provide the services of one Field Service Representative (FSR) who shall be thoroughly experienced and qualified to instruct government personnel in the operation, maintenance, repair of the armored vehicles furnished under this contract. He shall be a high school graduate with five years of practical engineering and technical experience of a non-routine nature in the field. The contractor shall furnish the FSR's vital statistics, such as birth certificate, and other evidence required to obtain a security clearance for the FSR at the site where services are to be performed. The qualifications of the FSR shall be submitted to the Procuring Contracting Officer (PCO) who will grant or deny the security clearance. The contractor is responsible for assuring that any personnel it assigns to perform work under the contract, have the required overall knowledge, expertise and specific technical knowledge to perform the task assigned.
2. A government employee, military or civilian, shall not supervise the performance of the FSR.
3. The contractor agrees to Cost Reimbursable Travel to support requests for Contractor Technical Assistance as specified in any delivery order awarded against this Contract. This includes Travel and Per Diem. Travel shall be by the most economical means available. Costs for travel, subsistence, lodging, and incidental expenses will be reimbursed in accordance with the Joint Travel Regulation in affect on the date of travel/request for travel. The contractor will be responsible for coordinating all travel arrangements unless otherwise agreed upon. The reimbursable travel shall be awarded CLIN xxxx. The time required for travel shall not be reimbursed under this CLIN. The time required for travel will be awarded under CLIN xxxxxx.
4. The FSR shall prepare a Technical Assistance Activity Accomplishment Report in accordance with DI-MGMT-80911 and DD Form 1423 for each assignment covering his activities.
5. Definition of a Man-Day:
 - a. A man-day is defined as the time devoted to the performance of services by an FSR computed on an eight hour day. Fractions of a man-day may be reported for reimbursement.
 - b. A man-day of service includes any period during which the FSR is delayed or prevented from performing any task and the delay or performance is caused by the government.
 - c. A man-day of service includes travel time from the contractor's facility to the work site and return. Delays caused by the government shall be included in the man-day of service.
 - d. A man-day of service includes the time the FSR uses in preparation of reports, provided the reports are prepared at the work site and they are monitored by government personnel.
6. The FSR will work no more than (8) eight hours per day, 40 hours per week.
7. The contractor may use different FSR's on the same assignment with the prior written approval of the Contracting Officer.
8. The contractor is responsible for determining what arrangements need to be made so that it can perform the task awarded under Contractor Technical Assistance (CLIN xxxxxx) requirement. The contractor is responsible for coordinating with the Procuring Contracting Officer (PCO) or his designated representative to assure that all the necessary arrangements within the government have been made. This includes the arrangements for Government Furnished Property and Services, access to government facilities, security clearances, and escorts. The government agrees that any property and services that it agrees to provide for the performance of the contract shall be immediately available and in working order on the agreed upon day(s) the contract will be performed.
9. Each delivery order will contain a required delivery schedule for the Contractor Technical Assistance (CLIN xxx). In the event the service is performed at a government facility, the contractor will comply with any restrictions set by the area commander, unless otherwise negotiated. The work shall be performed in a timely and efficient manner to ensure it is completed on schedule.
10. Each delivery order shall state what constitutes acceptable performance for the Contractor Technical Assistance task (CLIN xxx). The PCO shall designate in each delivery order the performance certifier for each service or task awarded. The performance certifier will not be authorized to change any terms and conditions of the contract.
11. The travel required to perform the Contractor Technical Assistance (CLIN xxxx) shall be awarded at a ceiling price under the delivery order. The price per man-day, CLIN xxxx shall include all of the time and expenses, except for travel and per diem costs, required to perform the service. The travel required shall be awarded under CLIN xxxx.
12. The contractor shall be paid upon submission to the designated payment office of a properly completed invoice and any other required documentation. Each invoice shall be itemized to show the actual number of billable man-days of service performed by individual contractor categories, less deductions if any. In addition, each invoice shall be supported by a Certificate of Performance executed by individual contractor personnel who performed the services for which payment is requested and certified in writing by the designated Performance Certifier. This certificate shall contain a statement of the work performed during the billing period by each individual, including other direct reimbursable costs. If there is a disagreement over the items or other information in the certificate, the designated Performance Certifier shall note his exceptions.

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I-52 Other Requirements

1. Removed Parts. Removed Parts are those parts removed from vehicles that won't be later re-installed on a deliverable vehicle. Removed Parts include scrap, and broken/non-functional items (e.g. tires/wheels, in-door speakers, OEM nuts, bolts, mounting brackets/plates, regulators, motors, misc. wiring, etc.) Removed Parts need not be accounted for and may be disposed of upon their removal. Title to all Removed Parts shall pass to the Contractor.

2. Safety Marking The Contractor shall provide Airbag Warning Labels, vehicle identification, safety and warning labels. Data Plates, Passenger Limits, and Glass Warning Labels shall be provided as described below. The contractor shall also affix other safety and operation labels normally provided to its other customers.

3. DATA PLATES will be provided on all vehicles. The information required for the data plate shall be inscribed or stamped in such manner that the legend will be discernable if inadvertently painted over. Size will be approximately 2 inches by 4 inches. Material used will be laminated or of a composition to prevent deterioration. Metal plates shall be of non-ferrous material.

- a. Preferred locations:
- (1) Drivers side inner-fender wall

(2) Drivers door edge, below manufactures data plate

(3) Drivers side, top and right (if facing the vehicle from the front) of radiator, on radiator mounting wall.

(4) Inside of glove box lid.

- b. Data requirements:

- ITEM:
- (1) Make and Model

(2) VIN Number

(3) Registration Number

(4) NSN Number

(5) Manufacturer

(6) Mfg. Serial Number

(7) Cage Code

(8) Contract Number

(9) Vehicle Curb Weight (Lbs/KG)

(10) Payload, maximum (Lbs/KG)

(11) Gross vehicle weight rating (Lbs/KG)

(12) Date of Delivery (month/year)

(13) Warranty (months/miles)

(14) U.S. Property

SAMPLE:

Make and Model: 1999 Chevrolet Suburban K2500 LT 4X4

VIN #: 3GKGK26J8VG508423, Registration #: CS3150

NSN #: 2320-01-239-1788

Manufacturer: XYZ Armoring Co.

Mfg Serial #: 12345-01, CAGE CODE: 6W001

Contract #: DAAE07-99-C-L001

VCW: 6500lbs/2954kg, Payload: 2000lbs/909kg

GVWR: 8500lbs/3864kg, Date of Delivery: 02/99

Warranty: 12 months/12,000 miles U.S. Property

2. Glass Warning shall be provided. A glass cleaning and care label will be placed in a location, which is easily visible to the operator and maintenance personnel, or located in the glove box. The label will be a vinyl self-adhesive sticker in red or black print against a white background. The sticker will alert the driver and maintenance personnel of the proper care and cleaning procedures to be used on the transparent armor. The sticker will advise the user that no scraper or other object be used to remove items (dirt, bugs, ice) on glass. It will also state that no stickers or adhesives are to be applied to the glass. The glass cleaning and care warning label. The size of the label will be approximately 3 inches by 6 inches; the exact size is dependent on the instructions provided and the configuration of the dashboard or glove box. Verbiage for the label is at the discretion of the manufacturer, as specific instructions will vary with the particular transparent armor composite.

SAMPLE:

WARNING - TRANSPARENT ARMOR

CARE AND CLEANING INSTRUCTIONS

1. This vehicle has transparent armor. Special care and cleaning is required to maintain optical clarity and ballistic capabilities.

2. Never apply any sticker or adhesive to the transparent armor,

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- this will degrade ballistic capabilities.
3. Clean transparent armor with a mild detergent in warm water, using a clean soft cloth.
 4. Never use a scraper or other object to remove stubborn particles or ice, the armor will easily scratch.
 5. Please see Maintenance Manual for additional instructions.

*** Additional information at the discretion of the manufacturer.***

3. Passenger Limits label The contractor shall provide a passenger capacity warning label. It will be a vinyl self-adhesive sticker in red or black print against a white background, alerting the driver to the payload limits of the armored vehicle. The passenger capacity warning label will be placed in a location which is easily visible to the operator, specifying the total payload capacity of the vehicle (in pounds and kilograms) and the maximum number of occupants (payload in pounds / 250 pounds). The size of the label will be approximately 1.5 inches by 3.5 inches; the exact size is dependent on the configuration of the dashboard and instrument panel

SAMPLE:

WARNING - LIMITED PAYLOAD CAPACITY
Total Payload Capacity: 1250lbs/570kg
Maximum Occupants: 5 passengers

4. Air bag Disabled Warning Label: The contractor shall provide a airbag disabled warning label. It will be a vinyl self-adhesive sticker in red or black print against a white background, alerting the driver to the payload limits of the armored vehicle. The air bag disabled warning label will be placed in a location that is easily visible to the front seats occupants. The size of the label will be approximately 1.5 inches by 3.5 inches; the exact size is dependent on the configuration of the dashboard and instrument panel. The Label shall explain how the air bags can be disabled and instruct the front seat occupants how to tell if the air bags are disabled. The label shall include the statement "WARNING-Airbags may be disabled. All occupants must wear seatbelts."

I-53 Ordering

1. For any given Delivery Order, the program period and associated applicable prices, shall be governed by the date of Contracting Officer signature on the original Delivery Order and not on the scheduled date of delivery. .

2. Delivery Orders are to be issued on a fixed-price basis only. Prices in this contract, whether for basic vehicle protection or optional features, represent the fully-installed price.

3. Ordering Periods:

First Ordering Period: Date of Contract Award plus 364 days after contract award
Second Ordering Period: 365 days after contract award through 729 days after contract award
Third Ordering Period: 730 days after contract award through 1,094 days after contract award
Fourth Ordering Period: 1,094 days after contract award through 1,459 days after contract award
Fifth Ordering Period: 1,460 days after contract award through 1,824 days after contract award

4. Prices Applicable To Ordering Periods.

The prices applicable to the above Ordering periods are set forth in Attachment 003 of this Contract. Within the terms and provisions allowed for by this Contract, the Government will base all prices cited in unilateral Delivery Orders on Attachment 2. Bilateral Delivery Orders however, may provide for more favorable pricing.

5. The contractor shall not be entitled to any equitable adjustment, under this contract, or under any individual delivery order, in the event that the Government fails to order quantities described in the solicitation as 'estimated' or 'maximum'.

6. The maximum number of vehicles deliverable under this contract, considering all delivery orders issued, and in any combination of vehicle make/model, shall in no event exceed 500 vehicles.

7. Unless otherwise specified, "days" means calendar days, not working days.

I-54 Vehicle Tracking

An Excel-based spreadsheet was provided during negotiations for production tracking purposes. The report, due monthly, or when otherwise requested, will be coordinated between the parties via E-mail or FAX, with specifics to be agreed upon at the Start of Work meeting.

I-55 Competing Delivery Orders

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T120 MOD/AMD	Page 40 of 67
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1. It is the Governments intension to compete ALL deliver orders under the multiple award format except as set forth below. The competition shall be limited to those contractors who have been awarded a contract as a result of RFP DAAE07-02-R-T120. Contractors are not required to submit proposals on all Delivery Order.

2. Notwithstanding the Government's stated intent to compete each Delivery Order, competition need not be provided for, and a Delivery Order may be issued to a particular source, if the Contracting Officer determines that:

- a. When competing, and before selecting the actual source for a given Delivery Order, the Government need not contact each awardee if it already has information available to ensure that that awardee had a fair opportunity to be considered for each order.
- b. Urgent requirements: only one source is capable of meeting the delivery schedule, or that providing for such competition would result in unacceptable delays;
- c. only once source is capable of providing the unique vehicle features, such that mission accomplishment would otherwise be compromised;

3. The Government may solicit for additional information (including a supplemental technical proposal), or more favorable terms, to aid in its decision in placing a competed order. Any such solicitation would be extended to all eligible awardees, and the terms offered in each case would be assessed, and a decision made in accordance with a. and b., below. The content of any such solicitation and awardee response will be documented in the Delivery Order file, and these in a manner acceptable to the Contracting Officer (oral, E-mail, facsimile, etc.).

- a. The Government shall consider the following information in reaching its decision on order placement.
 - (1) Price proposed in contract or in the supplemental data submitted on a competed delivery order;
 - (2) Delivery terms proposed in the supplemental data submitted on a competed delivery order;
 - (3) Past Performance information provided to the PCO will be considered as an indicator of future performance, provided that the past performance is relevant to the order under consideration. Past Performance may influence a Government assessment of whether the contractor performs as contracted, in terms of Price, Delivery or Quality.
 - (4) User-specified technical requirements, budget constraints, and delivery requirements.
 - (5) The technical proposal submitted by the offeror for the specific vehicle.
 - (6) After armoring payload capacity

4. The Delivery Order will be awarded to that firm whose offer, on balance, and in the opinion of the PCO placing the order, provides the best overall value to the Government, based on the assessments from 3. above. Any of the considerations in 3. above could become important in the placement of a given Delivery Order. The best overall value, therefore, need not necessarily result in the lowest offered price, or quickest promised delivery. The PCO shall document the assessment and the selection decision in writing.

5. All contractors considered are entitled to an explanation of the PCO's rationale for selection, although elaborate details need not be provided. If not satisfied with such explanation, the PCO will advise disappointed offerors of the appropriate agency ombudsperson who may conduct an independent review. Offerors are notified that, per FAR 16.505(a) (7). no 'protest' is authorized under FAR subpart 33.1, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

c. logistics support considerations facing the customer require commonality in the vehicle armoring process, such that the process or technical solution offered by a particular contractor must be selected to best accommodate the customer's logistics structure.

I-56 Government Provided vehicles.

1. Government Furnished Property (GFP) Drop-off: Based on past experience with providing commercial vehicles to armoring contractors, TACOM expects that most vehicles will arrive at contractor facility between 30 and 60 days after Delivery Order award. Some vehicles will arrive as early as 15 days after award, or occasionally as late as 90 days after award. As part of the delivery order competition, the Government will estimate a calendar date for GFP vehicle drop-off and subsequent delivery schedule for completed vehicles in conjunction with the provision at TACOM 52.242-4006, for each eligible awardee. In the event that the estimated date for GFP vehicle drop-off is later than the date calculated by the Government, then additional days will be added to the contractor's delivery schedule to accommodate the difference. The minimum additional time to be added would be 7 days. If more than 7 days would be required, than a day-for-day extension will be presumed acceptable. Extensions are at no change in unit price.

2. The Government may require the contractors to pick up the Government Provided vehicles. This requirement will be clearly sated when the delivery order is competed. The Government Provided vehicles are not allowed to be driven in excess of 100 miles.

I-57 Documentation

- 1. The following will be provided to the Government at Inspection and Acceptance of the vehicles
 - a. The contractor shall provide a Vehicle Inspection Record (VIR) for each vehicle produced. The VIR shall include: Confirmation of fluid level check

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Name of Offeror or Contractor:

Confirmation locking system checked
Confirmation document of keys
Confirmation - battery removed, checked and trickle charged

- b. Certificate of Armor: Ballistic performance certifications for each lot of armor materials. Each lot must either be certified by an independent laboratory, or follow an approved, documented contractor certification process, which is periodically validated by an independent certification lab. Data Item A002
- c. Detailed electrical and mechanical schematics
 - d. Weigh scale report
 - e. Welder(s) certification. Data Item A003
2. The following will be mailed to an destination provided in any Delivery Order:
- a. Catalogue of spare parts and replacement equipment
 - b. Detailed Bill of Material of air conditioning unit including catalog numbers
 - c. A complete set of Ballistic performance certifications for each lot of armor materials.
 - d. The certificate of origin for each vehicle if issued.
 - e. Any additional sets of keys.

I-58 Shipment of Completed vehicles.

- 1. The Government reserves the right to award completed vehicles FOB Origin, FOB Port of Exportation, FOB Port of Importation or FOB Destination. All prices contained in the basic contracts will be FOB Origin.
- 2. In the event the Government desires shipment other than FOB Point Origin, the Government will clearly state its shipping requirements in the communication when it competes each order.
- 3. Any Deliver Order which awards vehicles other than FOB Origin will clearly state the Contractors obligation for loading or transportation of the completed vehicle(s) and provide adequate consideration.
- 4. The Government will always take the responsibility to be the actual importer of any armored vehicles into any foreign country.

*** END OF NARRATIVE I 001 ***

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LISTS			
Attachment 001	VEHICLE INTEGRATION MATRIX			
Attachment 002	SAMPLE VEHICLE INSPECTION RECORD			
Attachment 003	UNIT PRICE CHARTS			
Attachment 004	SECURITY REQUIREMENTS			
Attachment 005	VEHICLE TRACKING SPREADSHEET			

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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
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(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

[End of Provision]

2	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	OCT/2000
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(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

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Name of Offeror or Contractor:

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

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(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

Facsimile (202 619-8978)

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D

700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsmilie (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained-
 - (A) By telephone at (215) 697_2667/2179; or
 - (B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of Provision)

3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Alt I JUL/2002
dated Apr 2002)
(A) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

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(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--
 (1) Means a small business concern--
 (i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--
 (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--
 (1) That is at least 51 percent owned by one or more women or; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 (2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
 (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]
 (3) Taxpayer identification number (TIN)

() TIN: _____.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal government;

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other _____.

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Name of Offeror or Contractor:

(5) Common Parent.

() Offeror is not owned or controlled by a common parent:
 () Name and TIN of common parent:
 Name _____
 TIN _____

(C) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Island, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it
 () is,
 () is not
 a small business concern.

(2) Veteran-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents as part of its offer that it (check one) is _____ is not a _____ veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision. The offeror represents as part of its offer that it (check one) is, _____ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it
 () is,
 () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than a small business concern). Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it
 () is,
 () is not, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)). The offeror represents as part of its offer that it
 () is,
 () is not
 an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)). Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual
<u>Number of Employees</u> <u>Gross Revenues</u>

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Name of Offeror or Contractor:

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51 - 100 | <input type="checkbox"/> \$1,000,001 - \$2 million |
| <input type="checkbox"/> 101 - 250 | <input type="checkbox"/> \$2,000,001 - \$3.5 million |
| <input type="checkbox"/> 251 - 500 | <input type="checkbox"/> \$3,500,001 - \$5 million |
| <input type="checkbox"/> 501 - 750 | <input type="checkbox"/> \$5,000,001 - \$10 million |
| <input type="checkbox"/> 751 - 1,000 | <input type="checkbox"/> \$10,000,001 - \$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

(A) It () is,

() is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has,

() has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It

() is,

() is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is,

() is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

☐ () Black American.

☐ () Hispanic American.

☐ () Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ () Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ () Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka,

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Bhutan, the Maldives Islands, or Nepal).

() Individual/concern, other than one of the preceding.

(D) Representations required to implement provisions of Executive Order 11246--

- (1) Previous Contracts and Compliance. The offeror represents that--
- (i) It
- () has,
- () has not,
- participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It
- () has,
- () has not,
- filed all required compliance reports.

- (2) Affirmative Action Compliance. The offeror represents that--
- (i) It
- () has developed and has on file,
- () has not developed and does not have on file,
- at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
- (ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(E) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(F) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act -Supplies") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
- (2) Foreign End Products: [List as necessary.]
- LINE ITEM NO.: COUNTRY OF ORIGIN:

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(G)(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade":
- NAFTA Country or Israeli End Products: [List as necessary]
- LINE ITEM NO.: COUNTRY OF ORIGIN:

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act" The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products: [List as necessary]

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COUNTRY OF ORIGIN:

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":
- Canadian End Products

LINE ITEM NO.: [List as necessary]

- (3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act": [List as necessary]

Canadian or Israeli End Products

LINE ITEM NO.:

COUNTRY OF ORIGIN:

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(I) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product:

Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

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4 52.216-27 SINGLE OR MULTIPLE AWARDS OCT/1995
The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.
(End of provision)

5 52.247-50 NO EVALUATION OF TRANSPORTATION COSTS APR/1984
Costs of transporting supplies to be delivered under this contract will not be an evaluation factor for award.
(End of provision)

6 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS NOV/1995
(a) Definitions.
As used in this clause--
(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.
By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--
(1) Does not comply with the Secondary Arab Boycott of Israel; and
(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

7 252.223-7001 HAZARD WARNING LABELS DEC/1991
(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

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(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert <u>None</u> .)	ACT
_____	_____
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Provision]

8	52.204-4007	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE	MAR/2001
	(TACOM)		

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

[End of Provision]

9	52.212-4851	ELECTRONIC OFFERS REQUIRED -COMMERCIAL ITEMS	JUL/2001
	(TACOM)		

1. You must submit your offer both via paperless electronic media (See Paragraph 2 below.) AND in paper form (see K-16). You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

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- (i) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
- (ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.
- (iv) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified on the solicitation cover sheet (Government Standard Form 1449), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calander days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

2. Acceptable media: You must submit your offer via 100 or 250 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

- (a) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition." Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language on the SF 1449 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required).
- (b) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".
- (c) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph 5 below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Please select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip*-disk AND e-mail.

- 3. Commercial product literature in support of technical proposals shall be provided in electronic format in accordance with the format guidelines above. If this literature is unavailable in electronic format, the offeror shall provide a brief description of it in his offer, and shall retain this hard copy literature for possible later review by the Contracting Officer.
- 4. Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.212-1, "Instructions to Offerors--Commercial Items." listed elsewhere in this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.
- 5. Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM before the closing date. Contact the buyer identified on the SF 1449 solicitation cover sheet to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.
- 6. Electronic offers must include, as a minimum:
 - (a) The SF 1449 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per 2(a) above, this SF 1449 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph 2(a) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed

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offers also must include a signed SF 1449 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(b) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, provision entitled : Inspection Point: Origin, TACOM clause 52.246-4028, filled in (if applicable). All applicable fill-ins must be completed and submitted by the offeror.

- (c) A statement of agreement to all the terms, conditions, and provisions of this solicitation.
- (d) Any other information required by the solicitation.

7. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

8. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph 6 above.

*Registered trademark

(end of provision)

10	52.215-4010	AUTHORIZED NEGOTIATORS	JAN/1998
	(TACOM)		

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

[End of Provision]

11	52.233-4000	NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM	MAY/2000
	(TACOM)		

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-CM-PY (Ms. Shepherd)
Warren, MI 48397-5000

shepherl@cc.tacom.army.mil

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(810) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- i. TACOM solicitation number;
- ii. Name of PCO;
- iii. Problem description;
- iv. Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

voice phone: (703)-617-8176
fax phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

<http://www.amc.army.mil/amc/cc/protest.html>

(end of clause)

12 52.246-4037 COMMERCIAL WARRANTY INFORMATION OCT/1996
(TACOM)

(a) If the items you are offering us normally are provided with a warranty when sold to other customers, we expect the same warranty coverage if we award you a contract as a result of this solicitation. In that event we will need the details of your warranty, so we'd like some warranty information as part of your response to the solicitation. You may do so either by attaching a standard brochure or information sheet, or by filling out the following. If you are providing warranty data in the form of a brochure or information sheet, please check the following box, and then fill in additional information below only to the extent that it isn't already covered in the material you are attaching.

() Warranty data is covered in attached information sheet, entitled: _____

(b) Please tell us about your warranty:

(1) How long is the warranty period? (If you do not give a warranty on the item you are offering us in this bid or proposal, just enter NONE, and then skip to paragraph (6) below.)

(2) Does the warranty run strictly in terms of time after the sale, or does it also expire based upon usage of the item (for example, after X hours of operation, or after Y miles driven)?

(3) What does the warranty cover? Does it cover all failures in the item during the warranty period, or are there exclusions?

Does the warranty cover replacement parts only, or is labor included as well?

(4) How does the warranty start? Does it begin automatically, after acceptance by the customer, or must the customer submit

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a card or other documentation to begin the warranty coverage?

(5) Do you have any methodology for delayed start of the warranty period (such as if TACOM buys the items and stores them for three months before issuing them to the field users)?

(6) Is 100% of the warranty coverage provided by you, or are any components covered by pass-through warranties from their manufacturers, which might require us as a customer to deal directly with someone other than you on a warranty claim?

() No pass-through warranties will apply: all warranty coverage is provided and administered by us.

() Yes, pass-through warranties will apply, on the following, which would require warranty claims to be submitted directly to another company on these items:

COMPONENT/SUBSYSTEM	WARRANTY DURATION
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(7) Where do customers make a claim against the warranty? Must a claim be filed in a central location first, or can the defective item be taken to any authorized dealer? If the latter, who are the authorized dealers?

(8) When making a claim, how must we identify the item as being within the warranty period? (This concerns us because the field users of this equipment work at geographically dispersed sites, where proof of purchase will not be available.)

(9) What circumstances, if any, will void the warranty?

(10) Is an extended warranty available?
 () Yes
 () No

If an extended warranty is available, what is the cost of the extra coverage, and what are its terms?

K-16 Proposal Preparation Instructions and Content

a. The proposal shall be submitted BOTH electronically and in hard copy print, in the format and quantities set forth below. All proposals shall be in English (American Standard) language. The time of receipt of the hard copy-printed proposal shall be used for the purpose of determining late proposal submissions. All proposals shall be in U.S. dollars. In preparing proposals, the offeror shall include a detailed index. The index shall cross-reference their response within each section of the proposal to the pertinent evaluation criteria in Section K instructions 16 through 21. Each section of the proposal shall be separable to facilitate review by the government. Your proposal shall include all information specified and address all requirements outlined in Section K Instructions 16 through 21.

b. The offeror's proposal/offer as required by this section, shall be evaluated as set forth in Section K paragraphs 22 through 30 of this solicitation.

c. The proposal shall be submitted in five (5) separate volumes: as electronic files and in three ring binders. The volumes/electronic proposals shall be clearly labeled as:

VOLUME NUMBER	CONTENTS	NUMBER OF COPIES
Volume I	Certification/Representations	1 Electronic/1 paper copy
Volume II	Technical Area Proposal	1 Electronic/1 paper copy
Volume III	Price Area Proposal	1 Electronic/1 paper copy
Volume IV	Past Performance Area Proposal	1 Electronic/1 paper copy
Volume V	Small Business Participation Area Proposal	1 Electronic/1 paper copy

d. In addition to the electronic proposal, one paper hard copy of each separate volume shall be sent to the Bid Opening Office

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identified in Block 9 of SF 1449, clearly labeled and in separate three ring binders. The paper hard copy shall be identical to the electronic proposal submission. Each page shall be in the appropriate volume/folder and be numbered. An index shall be provided with each section of each volume with reference to page numbers. Separate drawings may be submitted on videotape or in other file formats or media. However, specific formats and media of supporting data should be checked with the government, Ms. Laura Artz, before submission to ensure compatibility.

e. Submission of Magnetic Media. The electronic versions of Volumes II, IV, and V shall use the Windows 6.0/95 (or higher) version of Microsoft Word or compatible software. The electronic version of Volume III (Price Area Proposal) shall use Microsoft Excel (Version 5 or higher) or comparable software, such as Lotus 1-2-3. All volumes shall be on one zip disk or on one CD-ROM and appropriately labeled, numbered and cross-referenced to the hard copy proposal.

f. Definitions
Required Capabilities: The capabilities that are designated in the scope of work as "required" are minimum capabilities that are mandatory.

Desired Capabilities: The capabilities that are designated in the scope of work as "desired" are not mandatory capabilities. You are allowed to propose to provide incremental additional capabilities in excess of the minimum capability. The government will evaluate incremental additional capabilities.

Achieving OEM performance after armor: Vehicle characteristics to be maintained as close to OEM characteristics as possible.

g. Offerors shall submit a complete technical and schedule proposal on one model of vehicles from each vehicle group.

CLIN 0001: Light SUV Group
CLIN 0002: Medium SUV Group
CLIN 0003: Large SUV Group
CLIN 0004: Pickup Truck Group

h. You are requested to give us your proposal(s) based on the evaluation criteria established in section K paragraphs 22 through 30 of this RFP. This proposal must, at a minimum, meet all required capabilities for the vehicle type. If you wish, you may provide alternative proposal(s) to this RFP. Describe your rationale for materials selection for each level of protection, and describe your fastening methodology for armor protection for each level of protection. Describe in detail and with drawings, how you protect the firewall, protect seams, subset interfaces and door openings.

K-17 VOLUME I - CERTIFICATIONS/REPRESENTATIONS (1 Electronic/1 Paper copy)
In this volume offerors will provide:

- a. One copy of SF 1449 signed by a person authorized to sign bids, quotations or proposals on behalf of the offeror. Include completed fill-ins of SF 1449 blocks 17, 17b, 30, 30b and 30c.
- b. One copy of this solicitation (Sections A-K) with all fill-ins completed. It is expected that offerors will print a copy of the solicitation (Sections A-K) and then offerors will write or type the requested information. Offerors can then scan the completed document into a .pdf format. We cannot provide an editable copy of the solicitation.
- c. A list of any exceptions the offeror takes to any term, condition or requirement contained in the solicitation and the basis for each exception.

Criteria:

K-18 Volume II Technical Area (1 Electronic/1 Paper copy)

- a. Offerors must agree to supply at least one vehicle from each vehicle group and provide all ballistic levels within all groups. Submit a proposal on one model of vehicles from each group that you are offering. Identify any vehicles that, in your opinion, will have trouble meeting the requirements and how your standard approach would have to be modified.
- b. The Technical Area consists of four elements:
 - Element 1: CLIN 0001: Light SUV Group
 - Element 2: CLIN 0003: Medium SUV Group
 - Element 3: CLIN 0004: Large SUV Group
 - Element 4: CLIN 0005: Pickup Truck Group

All elements are of equal importance. Under each Element are three factors. Factor 1- Armoring Design/Technical Approach; Factor 2- Vehicle Performance and Integration Considerations; and Factor 3- Experience. Factor 1 is the most important, and is more important than either Factor 2 or Factor 3. Factor 2 and Factor 3 are of equal importance.

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1. Factor 1 - Armoring Design/Technical Approach. PROTECTION APPROACH TO THE BALLISTIC THREATS

(a) In this volume offerors must fully explain your Design/Technical Approach to vehicle armor protection for each vehicle proposed. Address ONLY the ballistic material performance features of the vehicle, as set forth in clause I-45 paragraph a, and the ballistic construction design requirements per clause I-45 paragraphs b, c, and d. The description shall clearly identify the level and completeness of protection in the 360 degree horizontal plane plus roof, floor, window and door seams, and firewall including protected gas tank, engine computer, battery and operable front windows.

(b) Use Level 1 drawings for clarity, depicting each of the following views: top, side, bottom, pillar post, firewall, rear and door (detail, including hinge) for each proposed model. Describe in sufficient detail your proposed approach to meet Ballistic Performance requirements for the four armor protection levels required, as set forth in clause I-45 of the contract. Identify all armor gaps throughout the vehicle and substantiate for each gap, that the gap conforms to Statement of Work requirement (See section I-45, paragraph b addressing armor gaps. Specifically address the location and size of the gap and what you have done to minimize the gap's effect on ballistic protection.

(c) Identify the manufacturer/supplier for all armoring materials proposed. Provide sample certifications of the ballistic certification for all armoring materials proposed. Tell us your certification process including schedule milestones for obtaining ballistic certifications. (See requirement I-25a(6) which specifies armor certification for all proposed armor types.) Offerors proposing armor types which are not certified on the date of RFP closing may be eligible for an award of contract. However, they would be ineligible for award of a delivery order and acceptance of any supplies involving an uncertified armor type until the PCO has received ballistic certification(s) and approved them in writing.

2. Factor 2-Vehicle Performance and Integration Considerations

(a) Resulting impacts to the vehicle and users, given the design/technical approach proposed.

(1) In this volume you MUST address the relationship of your materials selection and fastening methodology to the Vehicle Performance and Configuration issues as set forth in paragraphs I-25b and c of the Contract. Fully explain how automotive functionality and anything else impacted by the armor design, interior and exterior appearance, and environmental features are retained as close to OEM characteristics as possible. At a minimum, your proposal should address the areas listed below.

- i What upgrades are you proposing to the suspension system, attachment points and related infrastructure?
- ii How will you achieve balanced structural loads?
- iii How are you modifying the vehicle to achieve the required/desired after armoring:
 - acceleration,
 - top speed,
 - braking,
 - cornering?
- iv What drive train, couplings, and related infrastructure component modifications are you proposing?
- v How does your design address the shock and vibration of secondary roads to ensure that the armor does not come loose, break/crack or rattle or squeak?
- vi Describe any modifications proposed to enhance Safety (e.g., suspension, brakes). Address other safety-related features including seat and seatbelt attachments, and the overall effect on the center of gravity.
- vii Explain or provide a sample of applicable vehicle safety certifications or analysis.
- viii Explain how you have made the outward appearance inconspicuous. Provide photographs or artist drawings of your proposed vehicles' outward appearance which demonstrate that you have met this requirement.

(2) Show your armor weight analysis and derive the impacts to payload capacity. Provide a matrix for each proposal vehicle listing/subparagraph (i) the after armoring curb weight in pounds, and (ii) the after armoring payload capacity in pounds.

(3) Address your approach and placement/performance assumptions regarding the ballistic and non-ballistic vehicle features specified in clause I-xx.

(4) You ARE REQUIRED to submit a separate electronic file (MS Excel preferred) that specifically describes the proposed vehicle configuration which you are proposing, the rear axle ratio, and all other sub-paragraphs using the matrix format at attachment 1 page xx of this solicitation.

(5) Identify whether the offered vehicles are built for export or are "Grey market" vehicles. If you are offering "Grey market" vehicles (vehicles not built for export), specifically identify the necessary modifications you will make to the base vehicle to bring it to a level equivalent to an export built vehicle for Saudi Arabia. (Saudi Arabia is being used for proposal purposes only.)

(b) Quality.

NOTE THAT your response to this paragraph should stress general applicability to any vehicle model, unless otherwise noted.

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(1) Briefly, introduce how you will ensure delivery of a quality vehicle that meets contract requirements. Then, as part of this Factor, you MUST propose a specific individual Vehicle Inspection Record (VIR) that you intend to use and apply to this effort. The VIR must include a comprehensive Final Inspection, fit, finish and automotive performance checklist. Your VIR may be incorporated by reference into the resulting contract. A sample VIR format of the minimum required inspection characteristics is provided at attachment 002. Finally, if not already addressed in your VIR, any other pre-production, interim, assembly and quality control oriented items you consider important should be described next.

(2) Address your training and certification procedures for ensuring that personnel assigned as welders are qualified in armor steel welding techniques. Specifically address whether your welders are certified under American Welding Society (AWS) Standard D 1.1 Structural Welding Code Steel.

(3) Address in general the ballistic certification process, and in particular, your process/procedures for ensuring optical quality of the transparent armor. Describe how you test the transparent armor for optical clarity and what standard(s) is used to determine acceptable/unacceptable clarity and distortion. Summarize your design process capability to adapt the vehicle models. Give examples of how you adapted to, or overcame difficult or unexpected situations involving vehicle configurations. The Ballistic certification process should be in accordance with ASTM F1233-98.

(4) Address your included warranty in conjunction with paragraph I-44. Specifically address your, or the manufacturer's or vendor's warranty on transparent armor. Describe how you would redress a valid warranty claim on transparent or opaque armor, for vehicles located in Saudi Arabia. Describe for each vehicle type the warranty that is available and being assigned. Describe any additional warranty coverage that you are proposing. (Saudi Arabia is used for proposal evaluation purposes only.)

3. Factor 3 - Experience:

(a) The offeror shall discuss its prior experience for each vehicle it is proposing, as performed within three years of the date of this RFP, in the armoring of vehicles. The offeror shall identify prior experience involving the design and installation of armor of similar vehicles. It is not acceptable to only reference Volume IV. Regarding prior experience, the offeror shall provide the following:

- (1) Contract Number
- (2) Contract Performance Period
- (3) Total quantity of armored commercial vehicles produced under the listed contracts.
- (4) Average Rate per month of Delivery, and maximum rate delivered in a single month
- (5) Government or Commercial contracting activity and the name, telephone number and e-mail address of the Procuring Contracting Officer (or equivalent for a Commercial contract).

(6) Provide an estimate of your current annual production capacity (in units per year), and specify the number of armored vehicle units produced for all customers during the past 12 months. Address your ability to handle a surge in production activity for the vehicle types you are proposing in conjunction with your average monthly production. As a minimum, identify your average and maximum monthly production. Identify any extra lead-time required to ramp-up to maximum production.

(7) Identify the manufacturing/production facilities including locations, space and any unique equipment where you intend to perform the work on this contract.

(8) Describe the relevance of the design, development, and installation experience to the offeror's proposed Technical Approach. Include a description of the extent that the vehicles provided under the prior contract, meet the performance requirements of the contract.

(b) If you have no, or limited prior experience, but have key personnel who do have meaningful experience in the performance of recent/relevant contracts/subcontracts with a previous employer, such experience may be considered under this evaluation. In this regard, and in addition to providing the information in paragraph (a)(1-8) above, identify the roles and responsibilities to be played by key personnel in the offeror's proposed performance approach, and describe the extent to which this proposed role is similar to prior roles/responsibilities with a previous employer.

(c) The offeror shall also discuss its prior experience in obtaining certification for ballistic performance verification tests conducted in accordance with the American Society of Testing Materials (ASTM) Standard F1233-98, Standard Test Method for Security Glazing Material and Systems. State what experience you have with freight forwarders and deliveries to the Middle East. Identify other areas of the world where you have experience in shipping.

K-19 Volume III Price Area: (1 Electronic/1 Paper copy)

- a. There are no Elements under this Area.
- b. The Price Area shall include the prices for all CLINs set forth in Section B of this RFP. You must provide prices for one vehicle from all vehicle groups. The electronic version of Volume V (Price Area Proposal) shall use Microsoft Excel (Version 5 or

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higher) or comparable software, such as Lotus 1-2-3. All prices, as well as any pricing information provided as a result of these instructions, shall be in U.S. dollars. The RFP on the TACOM web site has the blank Excel file.

c. You ARE REQUIRED TO provide pricing support information. You MUST support the reasonableness of the proposed price for each CLIN, provide data/information showing recent pricing of like or similar items as sold to other customers. Also provide, for each CLIN, pricing support information for essential material components including the basic vehicle, armor, power train (if not in the basic vehicle price) and suspension (If not in the basic vehicle price).

d. The above information is intended to establish the reasonableness and the affordability of the offerors' proposed price.

K-20 Volume IV Past Performance Area: The Past Performance Area has four Elements. All elements are of equal importance.

- Element 1: CLIN 0001: Light SUV Group
- Element 2: CLIN 0002: Medium SUV Group
- Element 3: CLIN 0003: Large SUV Group
- Element 4: CLIN 0004: Pickup Truck Group

a. Offerors' SHALL provide the following information for each element:

1. Provide information for your recent, relevant contracts, and those of your proposed major or critical subcontractors, including Federal, State and local government and private industry contracts. Recent contracts are those with any performance-taking place approximately within three (3) years previous to the date of solicitation issuance. Relevant contracts are those which are similar in scope to the requirements of this solicitation. Commercial contracts may be included. Each past contract does not have to meet all of the requirements below to be considered relevant, but we are especially interested in the following information on contracts that you submit in accordance with this Area:

Application of armor plate to commercial automobiles/trucks

2. Provide the following for each prior Contract identified by the offeror as being recent/relevant to the instant effort:

- (a) Identify in specific detail why or how you consider the historical contract effort to be relevant or similar to the approach you propose to meet the requirements of this solicitation. Provide a description of the scope of work requirements and a discussion of similarities between the contract scope you are reporting and the scope of this solicitation.
- (b) Identify your (and any partners' or significant subcontractors') CAGE and DUNS number.
- (c) Government or commercial contracting activity technical representative, address, telephone number, facsimile number and Email address.
- (d) If a U.S. Government contract, Procuring Contracting Officer and Administrative Contracting Officer name, address, telephone number, facsimile number and Email address. If not a U.S. Government contract, the equivalent information for foreign government or commercial contracts.
- (e) Contract Number.
- (f) Contract Type.
- (g) Award Price.
- (h) Production Quantities and rate of production.
- (i) Overall dates of contract performance.
- (j) Identification of Customer.
- (k) Final, or projected final, Price.
- (l) Original contract delivery schedule requirements.
- (m) Final, or projected final requirements.
- (n) For any proposed contracts that did not or do not meet the original contract requirements with regard to cost, schedule or technical performance, provide a detailed explanation of the reasons for such shortcomings and any demonstrated corrective actions taken to fix the problem and avoid reoccurrence.
- (o) Provide a brief narrative explanation that describes the objectives achieved to date on each contract. If it is a U.S. Government contract, the offeror shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action taken by the offeror or partner or significant subcontractor.

b. Cancellations or Terminations.

Identify any recent contracts (in the last 3 years) which have been terminated or canceled for any reason, in whole or in part, to include those currently in the process of termination and those not similar to the proposed effort. Include prime contracts, and any contracts under which you were a subcontractor. Provide the information requested above for any of these contracts. If there were no terminations or cancellations, please state that. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.

c. Corporate Entities.

If any contract was performed by a corporate entity or division other than the corporate entity or division that would perform the work

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under this solicitation, please identify them and indicate to what extent those entities will perform work under this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities or equipment, from those expected to perform this effort.

d. Key Personnel.
If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this contract performance and who have had significant and similar responsibilities in conjunction with recent, relevant contracts or subcontracts with a previous employer, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these essential personnel, their roles and responsibilities for their previous employer and their roles and responsibilities as planned for the current solicitation requirement.

e. Also, provide similar information to that identified in Section K-19 paragraphs a.2.(a) through a.2.(o) above, for the recent, relevant contracts of the predecessor company.

f. Predecessor Company.
Likewise, if you or a significant subcontractor have relevant and recent performance history only as part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information identified in Section K 19 paragraphs a.2.(a) through a.2.(o) above and the Paragraphs addressing "Cancellations or Terminations" and "Corporate Entities", for those recent, relevant contracts of that predecessor company.

g. We may use data you provide and data we gather independently from other sources to evaluate past performance. Since we may not interview all the sources you provide, it is incumbent upon you to explain all the data you provide. We do not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with the offerors. We may assign a higher risk rating to your proposal, or reject your proposal if it does not contain the information requested.

K-21 Volume V Small Business Participation Area: (1 Electronic/1 Paper copy)

The Small Business Participation Area will be assessed at the Area level only. There are no Elements or Factors under the Small Business Participation Area.

a. ALL OFFERORS REGARDLESS OF SIZE must identify the extent to which small businesses (SBs), small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), historically black colleges/universities or minority institutions (HBCU/MIs) and HUBZone Small Businesses (HUBZone SBs) would be utilized in the performance of this proposed contract. For small businesses, as defined by the Standard Industrial Code applicable to this solicitation, the offeror's own participation as a SB, SDB, WOSB, HBCU/MI or HUBZone SB is to be identified, and will be considered in evaluating small business participation.

- b. The offeror is to address the following factors in detail.
1. All offerors are to provide:
 - (a) the names of SBs, SDBs, WOSBs, HBCU/Mis and HUBZone SBs who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and the estimated total dollars of such work;
 - (b) a description of the offeror's performance, over the past five calendar years, in complying with the requirements of FAR 52.219-8, including description and available documentation of the methods employed to promote small business utilization and the internal methods used to monitor such utilization.

2. Offerors who are large businesses, as defined by the Standard Industrial Code applicable to this solicitation, are also to provide a description of their performance over the past three calendar years in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. Large businesses, which have never held a contract incorporating 52-219.9, shall so state.

K-22 Basis for Award.

The Government plans to award, as a result of this solicitation, up to four (4) Indefinite Delivery/Indefinite Quantity (ID/IQ) Multiple Award Contracts for armored vehicles.

The evaluation will be conducted on four evaluation areas (Technical, Price, Past Performance, and Small Business Participation). The relative order of importance of the four areas is detailed below in paragraph K XX. The basis for award determination will be made utilizing source selection trade-off procedures to select the best proposals which, based on the evaluation criteria, represent the best overall value to the government, and offers the most advantageous approach for achieving overall program goals and objectives. The primary program goal and objective of the armored vehicle acquisition is to establish up to four ID/IQ contracts, each covering four

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armored vehicle types, allowing for the subsequent delivery order competitions, among the multiple award ID/IQ contracts, to acquire armored vehicles which (1) provide the required levels of armor protection to secure the vehicle and crew, (2) offer after-armor vehicle functionality, and (3) are reasonably and realistically priced.

While the Government anticipates making up to 4 Multiple Awards for armored vehicles, we reserve the right to make less than 4 awards (including no awards) if, upon evaluation, less than 4 offers are deemed likely to meet RFP requirements at an acceptable level of risk and/or price.

The evaluation of proposals, in response to this RFP, will be conducted on a Best Value basis using Source Selection Trade-Off procedures. The Government will weigh the merits of the evaluated proposals, in other than the Price Area, against the evaluated Price. As part of the trade-off determination, the relative advantages and/or disadvantages of each proposal shall be considered in selecting the proposals that represent the best overall value to the Government.

K-23 Evaluation and Award of Delivery Orders Against the Multiple Award Contracts

Upon award of any Multiple Award Contracts for each armored vehicle type, future Government requirements for these vehicles will be competed among only the offeror's who received Multiple Award Contracts. These competitions will be conducted, and subsequent Delivery Orders awarded, under the "Fair Opportunity" procedures of FAR 16.505, as implemented herein under Provision XXXX.

This solicitation includes 4 Armored Vehicle Types (Elements 1-4) in the Technical Area for which prices are to be included, and will be evaluated, under the Price Area. Although the Technical Area assessment of these 4 Vehicle Types will initially be utilized, under this solicitation, for evaluation purposes in selecting the successful Multiple Award contractors, the quantities and specific performance characteristics represent actual/potential armored vehicle requirements which may subsequently be awarded to any of the contractors who receive Multiple Award Contracts. Therefore, offerors are hereby advised that, subsequent to award of the Multiple Award contracts, and in accordance with FAR 16.505 "Fair Opportunity" procedures, the Contracting Officer may select contractor(s) from among the successful Multiple Award contractors, at the prices proposed in the Price Area Volume, to provide some or all of the 4 vehicle Types proposed in response to this solicitation (at the specific quantities identified in the solicitation), without requiring any additional proposal information.

K-24 Contractor Responsibility and Eligibility for Award of Multiple Award Contracts OK

- a. We will award Indefinite Delivery / Indefinite Quantity (ID/IQ) contracts to the offerors that;
 - 1. Submit a proposal that represent the best value to the government;
 - 2. Proposes to meet all the material requirements of this solicitation;
 - 3. Submits a proposal that is affordable; and
 - 4. Meets all the responsibility criteria at FAR 9.104.
- b. To make sure that you meet the responsibility criteria at FAR 9.104, we may;
 - 1. Arrange a visit to your plant and perform a necessary pre-award survey or
 - 2. Ask you to provide financial, technical, production, or managerial background information.
- c. If you don't provide us with the data we ask for within 4 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you non-responsible.
- d. If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your proposal available for our team to review.

K-25 Source Selection Process and Basis for Award

- a. The award of up to four Multiple Award ID/IQ Contracts shall be made to the offeror's whose proposals represent the best overall value to the Government. If, following evaluation of proposals, the Government determines that:
 - 1. No acceptable offer has been received for an individual armored vehicle type, we reserve the right to not make any awards for that armored vehicle type and to re-solicit for that armored vehicle type, or
 - 2. Less than three acceptable offers have been received, for an individual armored vehicle type,
 - 3. We reserve the right to not make any awards for that armored vehicle type and to re-solicit for that armored vehicle type, or to negotiate alternative contract types with the offeror's submitting acceptable proposals.
- b. The evaluation will be conducted on five evaluation areas (Technical, Past Performance, Schedule, Price, and Small Business

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Participation). The relative order of importance of the five areas is detailed below in paragraph K 25. The basis for award determination will be made utilizing source selection trade-off procedures to select the best proposals which based on the evaluation criteria, represent the best overall value to the government, including affordability, and offer the most advantageous approach for achieving overall program goals and objectives. The primary program goal and objective of the armored vehicle acquisition is to establish a group of ID/IQ contracts for these seven vehicle groups and these vehicle options. and that those armored vehicles (1) provide levels of armor protection to secure vehicle and crew, and (2) offer after-armor vehicle functionality, and (3) be reasonably and realistically priced, as well as affordable.

- c Evaluation Guidance/Process:
1. Selection of the successful offeror(s) shall be made following an assessment of each proposal against the solicitation requirements and the criteria below. The criteria contained herein shall be used to evaluate and assess the information provided by the offerors in response to the information called for in Section K of the RFP.
 2. Any proposal which is unrealistic in terms of non-price areas proposal commitments or in the Price Area, will be judged either as exhibiting a lack of competence or failure to comprehend the government's requirements and may be so evaluated and rated, or rejected for such reasons. Furthermore, any significant inconsistency between proposed Schedule, Technical and Small Business Participation Area performance, and the Price Area, if unexplained, may be grounds for rejection of the proposal due to an offeror's misunderstanding of the work required or an inability to perform any resultant contract. The government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the offeror's proposal.
 3. The Price Area and non-Price Areas of each proposal will be evaluated. However, the closer the offerors evaluations are in the non-Price Areas, the more significant the Area of Price becomes in the decision. Notwithstanding the fact that the Price Area is not the most important consideration, it may be controlling when:
 - (a) two or more proposals are otherwise considered equal;
 - (b) an otherwise superior proposal is unaffordable; or
 - (c) the advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.
 4. Proposal Risks. Proposal Risks are those risks associated with an offeror's proposed approach in meeting the government Requirements. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the rating of the Schedule Area, Technical Area, Price Area, and a portion of the Small Business Participation Area.
 5. Performance Risks. Performance Risks are those risks associated with the probability that an offeror will successfully perform the solicitation requirements as indicated by that offeror's record of past and current performance. Performance risk will be assessed by the Source Selection Evaluation Board (SSEB) in the Past Performance Area and in a portion of the Small Business Participation Area.
 6. Determination of Responsibility. Per FAR 9.103, contracts will be placed only with contractors that the Contracting Officer determines to be responsible, that is, those who will satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104.1 and FAR 9.104-3(b). In addition, the government may assess the offeror's financial and management capabilities to meet the solicitation requirements. Accordingly, the government reserves the right to reject an offeror who cannot satisfy the government's requirements as set forth in this RFP. The government reserves the right to conduct a Pre-Award Survey on any or all offerors (or their significant subcontractors, defined as any subcontract dollar value in excess of \$100,000 per performance period or if the subcontracted work is critical to the whole) to aid the PCO in the evaluation of each offeror's proposal and ensure that a selected contractor is responsible. The Source Selection Authority (SSA) will consider the results of any such Pre-Award Surveys in the selection decision. No award can be made to an offeror who has been determined to be not responsible by the Contracting Officer.
 7. Rejection of Offers: The government may reject any proposal which:
 - (a) Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section K of this solicitation; or
 - (b) Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP's requirements due to submission of a proposal which is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments; or
 - (c) Contains any unexplained significant inconsistency between the proposed effort and Price, which implies the offeror has
 - (1) an inherent misunderstanding of the scope of work, or
 - (2) an inability to perform the resultant contract; or
 - (d) Is unbalanced as to proposed CLIN prices. An unbalanced offer is one which is based on individual CLIN prices which are unexplainably high or low,

Name of Offeror or Contractor:

- (e) Fails to meaningfully respond to the Proposal Preparation Instructions specified in this solicitation, or
- (f) Fails to include, with the initial proposal submission on the date of RFP closing, sample armor certifications using the specified ASTM procedure for all proposed armor packages. Any proposal for a vehicle submitted without armor certifications for all proposed armor will be rejected without further evaluation and such a proposal will not be further considered for award. Offerors proposing armor types which are not certified on the date of RFP closing will be ineligible for award of any supplies involving an uncertified armor type.
8. Evaluation Process: Proposals submitted in response to this solicitation will be evaluated by government Subject Matter Experts. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Area. The government reserves the right to reject offers, in accordance with K 25 c.7. above, without evaluation.

K-26 Evaluation Criteria

- a. Proposals will be evaluated in the following four Areas:
- 1. Technical Area
 - 2. Price Area
 - 3. Past Performance Area
 - 4. Small Business Participation Area
- b. The Technical Area is most important and is more important than the Price Area. The Price Area is more important than the Past Performance Area. The Past Performance Area is more important than the Small Business Participation Area. Of the four Areas, only the Technical Area has Elements or Factors. The relative order of importance of these Elements and Factors are defined below.

K-27 Evaluation of Technical Area.

Within the Technical Area are four Elements as follows: Element 1: Light Sport Utility Vehicle; Element 2: Medium Sport Utility Vehicle; Element 3: Large Sport Utility Vehicle; and Element 4: Pick-Up Truck. These four Elements are approximately equal in importance. Each of these four Elements has three factors as follows: Factor 1: Armoring Design/Technical Approach; Factor 2: Vehicle Performance and Integration; and Factor 3: Experience. Under each of the four Elements, the Factor of Armoring Design/Technical Approach is more important than either the Factor of Vehicle Performance and Integration, or the Factor of Experience, on an individual basis. The Factors of Vehicle Performance and Integration and Experience are approximately equal in importance.

a. The government will evaluate any offered desired characteristics under Factor 2. Explanation of Evaluation of Desired Characteristics: The government will take into account the extent to which the offeror proposes to meet the desired characteristic, the relative importance of the desired characteristic, and the risk of the offeror not being able to meet what he has proposed. The desired characteristic evaluations will be reflected as an advantage within the factor under which the desired characteristic falls.

1. Extent: For desired characteristics, credit may be given for proposed performance above the minimum level up to the desired level of performance. For proposed performance between the required level of performance and the desired level of performance, a proportional credit may be given. Any credit for desired characteristics will be reflected in the rating of the factor under which the desired characteristic falls. All desired characteristics below are bounded in the scope of work, except for additional warranty coverage.

2. Risk: The government will assess the risk of the offeror not being able to meet the desired characteristic he has proposed. This, along with the extent to which the characteristic is proposed, will be reflected in the risk rating for the factor under which the characteristic falls.

CLIN Group	Number of passengers Minimum	Internal Cubic Volume Minimum	After-Armoring Payload Capacity (pounds)	
			Required	<u>Desired</u>
0001 Light SUVs	5	70 cubic feet	1,000	1,250
0002 Medium SUVs	6	86 cubic feet	1,200	1,500
0003 Large SUVs	8	116 cubic feet	1,600	2,000
0004 Pickup Trucks	5		90% *	100% *

* maintains this portion of OEM cargo capacity

Acceleration for all vehicles
Desired: 0 to 60 mph in under 15 seconds.
Required: 0 to 60 mph in under 20 seconds

Top speed for all vehicles:
Desired minimum top speed: 90 mph.
Required minimum top speed: 80 mph.

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3. If an offeror is awarded a contract, all of his proposed desired characteristics will be incorporated into the contract as requirements to the extent that they were proposed.

b. Factor 1 - Armoring Design/Technical Approach.

1. The offeror's Armored Design/Technical Approach factor proposal will be evaluated to assess (a) the extent of ballistic, non-ballistic and automotive design feature protection which is offered to meet the requirements clause I-45, as well as (b) the credibility of the offeror's approach to achieve the proposed levels of protection.

2. Relative to the armor protection requirement, proposals will be evaluated as follows:

Very favorable: The level of armor protection will be considered very favorable where (a) the offeror credibly proposes to exceed the basic ballistic protection levels, (b) the ballistic roof protection credibly proposes to achieve or exceed the required levels of roof armor protection, (c) the ballistic floor protection credibly achieves a meaningful level of protection at or beyond the requirements at each level in clause I-45 paragraph a. 1. and (d) the after armoring payload capacity exceeds the required level requirements in clause I-45 paragraph b.

Favorable: The level of armor protection will be considered favorable where (a) the offeror credibly proposes to achieve or exceed the basic ballistic protection levels, (b) the ballistic roof protection credibly proposes to achieve the required levels of armor protection required in clause I 45 1. The ballistic floor protection credibly achieves the levels of protection required in clause I 2. and (d) the after armoring payload capacity meets or exceeds the required levels in clause I-45 paragraph b.

Neither favorable nor unfavorable: The level of armor protection will be considered neither favorable nor unfavorable where the offeror credibly proposes to achieve the basic ballistic protection levels, the required ballistic roof protection levels, the ballistic floor protection credibly achieves the levels of protection required in clause I-45, and the after armoring payload capacity meets the required levels in clause I-45 paragraph b.

3. The Armoring Design/Technical Approach assessment will further evaluate the proposal risk probability of the offeror meeting the RFP requirement for armor gaps (See Section I, paragraph 21b.1). Proposals will be evaluated as follows:

Favorable: - Low risk that gaps exist. Door overlaps are sufficient to prevent splash on the door seams, firewall design covers entire firewall with armor of an adequate thickness to defeat the ballistic protection levels at muzzle velocity and zero degree obliquity. The entire crew compartment design shows the vendor has virtually eliminated all gaps.

Neither favorable nor unfavorable - Door overlaps are sufficient to prevent splash on the door seams. Firewall design covers top of the firewall, sides of firewall and bottom of the firewall with armor of an adequate thickness to defeat the ballistic protection levels at muzzle velocity and zero degree obliquity. The crew compartment design shows the vendor has virtually eliminated all gaps.

Unfavorable - Moderate risk that gaps exist in door seams, firewall and other areas. The crew compartment design shows the vendor may not have adequately eliminated all gaps and may not meet contract requirements.

Very Unfavorable - High risk that gaps exist in door seams, firewall and other areas. The crew compartment design shows the vendor has clearly not eliminated all gaps and will not meet contract requirements.

c. Factor 2 Vehicle Performance and Integration. Factor 2 - Vehicle Performance and Integration. This Factor applies to each of the following four Elements under the Technical Area: Element 1: Light Sport Utility Vehicle; Element 2: Medium Sport Utility Vehicle; Element 3: Large Sport Utility Vehicle; and Element 4: Pick-Up Truck.

1. Vehicle Performance and Integration.
- The offeror's Armored Design/Technical Approach factor proposal will be evaluated to assess
- (a) the extent of after-armor vehicle performance which is offered to meet the requirements (required and desired) of RFP paragraph I.24, as well as
 - (b) the credibility of the offeror's approach to achieve the proposed levels of performance, for the following requirements:
 - (1) Run flat tires
 - (2) After armor payload capacity
 - (3) Acceleration
 - (4) Top Speed
 - (5) Braking

2. The assessment will also include an evaluation of the extent, and credibility, of the offeror's proposal to limit the after-armor impact related to vehicle performance and appearance, to meet the requirements of clause I-45 paragraph c, for the following requirements:

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Name of Offeror or Contractor:

- (a) Suspension and handling
 - (1) suspension system upgrades , attachment point, related infrastructure
 - (2) achieving balanced structural loads
- (b) Appearance (interior and exterior)
- (c) Interior environmental
 - (1) Noise levels
 - (2) HVAC
 - (3) Lighting
 - (4) Sound Systems
- (d) Transparent armor tinting (compared to OEM)

3. Quality.

(a) The government will assess both the overall effectiveness of the offeror's proposed VIR to assure armored vehicles meet contract requirements and the extent quality processes contribute to and facilitate the delivery of a quality armored vehicle.

(b) The government will assess the extent the proposal provides minimal warranty coverage and any limitations of warranty coverage. The government will assess extra credit to any additional warranty coverage.

d. Factor 3 - Experience: This Factor applies to each of the following four Elements under the Technical Area: Element 1: Light Sport Utility Vehicle; Element 2: Medium Sport Utility Vehicle; Element 3: Large Sport Utility Vehicle; and Element 4: Pick-Up Truck.:

- 1. experience with identical or highly comparable armored commercial vehicles,
- 2. expedited delivery of armored commercial vehicles, and
- 3. obtaining armoring certifications as required in the scope of work.

To the extent the offeror's technical approach involves design activity, the Experience Factor will also assess the extent of relevant/recent experience involving design.

K-28 Past Performance The Area of Past Performance will be evaluated as follows:

a. The assessment of Past Performance will be based on the offeror's and significant subcontractors' current and past records of contract performance, of contracts performed within the last 3 years, as it relates to the probability that the offeror will successfully accomplish the required effort. When addressing performance risk, the government will focus its inquiry on the offeror's and major subcontractors' record of performance as related to program requirements including (1) technical, (2) delivery, and (3) business relations.

b. Significant achievements, problems, or lack of relevant data in any factor of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating, which reflects elevated performance risk. Offerors without a record of relevant Past Performance upon which to base a meaningful performance risk prediction will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

c. In evaluating each offeror's performance history, the government will look at the offeror's delivery performance, and that of any significant subcontractors, against the contract's original delivery schedule unless the delay was government caused. Schedule extensions that were the fault of the offeror, or a proposed Subcontractor's fault, even if consideration was provided, will be counted against the offeror. The government will also evaluate general trends in past performance, including demonstrated corrective actions.

d. Additionally, the offeror may be evaluated based on other internal government or private source information. While the government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the offeror.

e. A significant achievement, problem or lack of relevant data in any factor of the work can become an important consideration in the source selection process. A negative finding under any factor may result in an overall high-risk rating. Therefore, offerors are reminded to include all relevant past efforts, including any demonstrated corrective actions, in their proposal.

K-29 Evaluation of Price Area:

The Price Area evaluation will assess the proposed prices for the following armored vehicle type quantities identified by the offeror under Technical Elements 1-4:

- a. Light Sport Utility Vehicle: 1 Each
- b. Medium Sport Utility Vehicle: 1 Each
- c. Large Sport Utility Vehicle: 1 Each
- d. Pick-Up Truck: 1 Each

The total evaluated Price will be sum of a-d above and will be used for Source Selection Trade-off purposes in determining the proposal which is most advantageous and represent the best value to the Government.

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The assessment of total evaluated price will include consideration of the reasonableness, and realism and of the proposed prices. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business. Realism asks the question, "Does the proposal accurately reflect the offeror's proposed effort to meet program objectives and requirements?" The results of the realism assessment may be used in the assessment of proposal risk. Additionally, price may be controlling where the non-price advantages of a particular proposal are not considered worthy of the additional price involved.

K-30 Small Business Participation Area. The Area of Small Business Participation will be evaluated as follows:

a. The Government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars which the offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, HUBZone SBs and/or HBCU/Mis) in the performance of the contract. For the purpose of this evaluation, the extent of prime offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business participation. Regarding Small Business Participation, and as described in the proposal preparation instructions, offeror's shall be evaluated based on the assumption that the offeror will receive, under the Fair Opportunity process, 25% of the estimated quantities of each of the 4 armored vehicle types.

b. The evaluation will include the following:

1. the extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns shall be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the extent of participation of the offeror if it is a U.S. small business concern):

2. the complexity of the items/services to be furnished by U.S. small business concerns;

3. an assessment of the probability that the offeror will satisfy the requirements of FAR 52.219-8/9 (as applicable to the offeror) and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both (a) a proposal risk assessment of the offeror proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8/9; and

c. Offerors are advised that they will be evaluated, under the Small Business Participation Area, based upon the risk, and extent, of the offeror credibly achieving the Government's goals for U.S. small business concern participation. Goals include (1) U.S. small business concern participation of 23% or more, (2) U.S. small disadvantaged business concern participation of 5% or more; and (3) U.S. small business concern participation by furnishing items/services of extreme complexity.

*** END OF NARRATIVE K 001 ***

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO DAAE07-02-R-T120
D. SYSTEM/ITEM: Light Armored Vehicle

B. EXHIBIT: A001
E. CONTRACT/PR NO.:

C. CATEGORY:TM
F. CONTRACTOR:

1. DATA ITEM NO. A001
3. SUBTITLE:

2. TITLE OF DATA ITEM: Armor Maintenance Guide

4. AUTHORITY (Dt of Acq Document No.)
7. DD250 REQ: SS 8. APP CODE:
11.AS OF DATE:

5. CONTRACT REFERENCE:
9. DIST. STATEMENT REQUIRED: See Blk 16
12. DATE OF FIRST SUB:

6. REQUIRING OFFICE: AMSTA-TR-S/208
10. FREQUENCY: See Blk 16
13. DATE OF SUBS.

14. DISTRIBUTION A. ADDRESSEES
TACOM Warren Mi 48397-5000
AMSTA-LC-BJBBA
Over packed in each Vehicle English
Overpacked in each vehicle Second Language

B. COPIES DRAFT FINAL
1 Draft 1 final
1 final
1 final as required by Delivery Order
15. TOTAL: 1 Draft 2 final

16. REMARKS:

Armor Maintenance Guide: This is a written, illustrated maintenance guide (in contractor format) including prescribed maintenance regimen, recommended parts replacement frequency, and special care instructions necessary for proper maintenance of the modified/replaced vehicle subsystems. The maintenance guide shall include a listing, by manufacturer's part number and supplier of all contractor-installed parts and suspension upgrades or equipment, in or upon the vehicle. The maintenance guide shall also highlight any modifications to the normal maintenance procedures for the vehicles, in order to maintain optimum operation. (This may include, but not limited to modifications to the petroleum, oils and lubricants (POL) change and/or upgrade frequency, tire maintenance, and structural inspection.) Any special care/or cleaning solvents to be used in cleaning the transparent armor will be identified and any normal cleaning solvents NOT recommended for cleaning the transparent armor will be highlighted. The maintenance guide shall state all warranty coverage applicable to the delivered vehicle.
Draft copy shall be delivered 30 days after date of Delivery Order awarding vehicle.
Final copies shall be delivered with the completed vehicle.
DD250 is required for the final delivery only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO DAAE07-02-R-T120
D. SYSTEM/ITEM: Light Armored Vehicle

B. EXHIBIT: A002
E. CONTRACT/PR NO.:

C. CATEGORY:
F. CONTRACTOR:

1. DATA ITEM NO. A002
3. SUBTITLE:

2. TITLE OF DATA ITEM: Armor Certification and Standard

4. AUTHORITY (Dt of Acq Document No.)
7. DD250 REQ: LT 8. APP CODE:
11.AS OF DATE:

5. CONTRACT REFERENCE:
9. DIST. STATEMENT REQUIRED:
12. DATE OF FIRST SUB: See Blk 16

6. REQUIRING OFFICE: AMSTA-TR-S/208
10. FREQUENCY: one time per vehicle
13. DATE OF SUBS. With each vehicle

14. DISTRIBUTION A. ADDRESSEES
As directed by the Delivery Order

B. COPIES DRAFT FINAL
1 final
15. TOTAL: 1 Final

16. REMARKS:

Conduct ballistic certification testing in accordance with American Society of Testing Materials (ASTM) F1233-98. Each lot must either be certified by an independent laboratory or follow an approved, documented contractor certification process which is periodically validated by an independent certification lab. Provide certification of testing results for each lot of material being used for the delivery order and, if applicable, most recent independent validation of your certification process.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO DAAE07-02-R-T120
D. SYSTEM/ITEM: Light Armored Vehicle

B. EXHIBIT: A003
E. CONTRACT/PR NO.:

C. CATEGORY:
F. CONTRACTOR:

1. DATA ITEM NO. A003 2. TITLE OF DATA ITEM: Welding Procedures and Training for personnel assigned as welders
3. SUBTITLE:
4. AUTHORITY (Dt of Acq Document No.) 5. CONTRACT REFERENCE: 6. REQUIRING OFFICE: AMSTA-TR-S/208
7. DD250 REQ: LT 8. APP CODE: 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: One Time
11. AS OF DATE: 12. DATE OF FIRST SUB: See Blk 16 13. DATE OF SUBS: with each vehicle delivered

14. DISTRIBUTION A. ADDRESSEES

B. COPIES DRAFT FINAL

As directed by each Delivery Order

15. TOTAL: 1 final
1 final

16. REMARKS:

Welding procedure must be certified in accordance with the American Welding Society (WS) Standard D.1.1, Structural Welding Code Steel. In addition, training and certification of personnel assigned as welders must be certified in accordance with the same AWS standard. Contractor shall provide copies of these certifications (welding procedures) when each vehicle is offered for Inspection and Acceptance.

G. PREPARED BY:
H. DATE:

I. APPROVED BY:
J. DATE:

Attachment 001 A Vehicle Integration Matrix (1 Electronic/ 1 Paper copy)

You MUST submit this matrix in the format below (MS Excel preferred) and tell us what you are including in your proposal. List brand or manufacturers name in the block where applicable. Provide short narrative description where applicable (e.g., Method of applying tint). Where more than 1 configuration is being offered within a vehicle type list the number of vehicles for each configuration (e.g. Limited slip rear axle: 3.73/#3, 3.55/#2) This matrix is a minimum format and should not be considered all inclusive. The offeror should add any additional items to the matrix that they believe may have been overlooked and should be considered in the proposal review.

Item	Included	Remarks (Yes/No/NA/Other/#)
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Vehicle Configuration

Vehicle Type:

Body style:

- (1) Light SUV Group:
- (2) Medium SUV Group:
- (3) Large SUV Group:
- (4) Pickup Truck Group:

Quantity:

Model year:

Four-wheel drive:

Wheel base:

Passenger seating:

Vehicle manufactured for export

(If so, specify Country or Region):

- (1) Engine:
- (2) Transmission:
- (3) Rear axle type:
- (4) Rear Axle ratio: Specify (4.10 MINIMUM)
- (5) Single Rear Tires:
- (4) Air conditioning (Front):
- (5) Air conditioning (Rear):
- (6) Tinted glass equal to the darkest tint offered by chassis OEM:
- (7) Method of applying tint (explain):
- (8) Heavy-duty suspension (specify):
- (9) Trailer towing package:
- (10) Heavy-duty electrical / cooling group:
- (11) Heavy-duty Auxiliary Battery:
- (12) Power windows and locks:
- (13) Paint/trim colors:
- (14) Additional Option Packages (List):
- (15) Metric Speedometer:

Armor Package

- (1) Ballistic Protection level
- (2) Basic Ballistic Performance Level A/B/C/D:
- (3) Roof Armor Level 1/2/3/4:
- (4) Floor Armor Level 1/2/3:
- (2) Windows
 - a) Operable Front Windows (left and right) (Required):
 - b) 4 to 6 inch Front Window opening (Required):
 - c) Positive window and motor stops at the fully open and closed positions:
 - d) All other windows non-operable: Specify configuration.
- (3) Explosion-proof/self sealing fuel tank (describe method):
- (4) Ballistic protection for the battery or a contractor-provided gel style battery (Describe):
- (5) Ballistic protection for the vehicle management system (engine computer) if located outside of passenger compartment (Describe):
- (6) Interior/exterior intercom system:
- (7) Anti-theft kill switch incorporated in a government chosen location:
- (8) Deactivation switch for all front-seat air bags (Describe)
- (9) Tailpipe screen/protection and a locking gas cap:
- (10) Installation of second protected battery (backup) or gel cell battery, with primary-secondary switch accessible to the vehicle operator (Describe):
- (11) Child protection locks on all passenger doors shall be disabled:

- (12) Airlift tie-down brackets:
- (13) Car jack, for changing tires, must accommodate the weight of the vehicle, after armoring:
- (14) Exterior door locks
 - a) hardened(Describe):
 - b) alternatively, vendor proposed second or backup system (Describe):.
- (15) Ram Bumper on the front:
- (16) Armor Maintenance Guide in English and XXXXX:
- (17) Run-Flat Tires and run-flat spare:
 - a. Composite Run-Flat (CRF)(Required)(Specify):
 - b. On-off road tires at the appropriate load range (Required)(Specify):
 - c. Two piece aluminum wheel with a rubber run-flat incorporating a bead locking design (Desired) (Specify):

Warranty

- (1) Remaining manufacturers warranty assigned (Required)(Describe):
- (2) Additional automotive warranty offered (Desired)(Describe):
- (3) Armoring Warranty (Describe):
 - a) Opaque armor:
 - b) Transparent armor:
 - c) In-country service:

Sample Vehicle Inspection Record (VIR)

<u>Exterior</u>	<u>Conforms</u>	<u>Non</u>	<u>Corrective</u>
	<u>Conforms</u>		<u>Action</u>
Door Closure (All)-Even fit around door frame (i.e., roof, bottom, sill, front fender-A pillar; rear side doors-B pillar; C pillar)			
Doors sealed tightly to keep out water, dust and sand			
Doors (All)-Top and bottom less an 3/16 off set between panels			
Door/Hood/Trunk/Tailgate Locks-Operational			
Door hinges-Able to withstand weight of armor			
Door handles-Operational			
Window Fit (All)-Same curvature as OEM glass			
Windows (All)-Aligned properly and all OEM trim replicated and secured			
Windows (all)-Free from cracks, scratches/distortion/clarity/delamination			
Window tint equal to requirement			
Windshield Moldings-Secured and look like OEM			
Wipers and washers (front and rear)-Operational in all speeds (intermittent, low, high)			
Ride Height-Vehicle maintains OEM ride height within 1 inch			
Intercom system-Operational			
Mirrors-Easily adjustable/Operational			
Finish free from dents/scratches			
Paint color matches all around			
Moldings/Stripes-Reinstalled and aligned to OEM			
Tire pressure to specification and tire load matches vehicle weight/temperature rating matches AOR (including spare)			
Self-sealing fuel tank-Installed/Secured			
Runflat tires (including spare)-Installed			
Ram bumper-Secured			
Tonneau cover (truck bed)-Operational			
Child Protection Locks-Disabled			
Hub Caps/Rims-No dents and secured			
Running Boards-Secured			
Locking gas cap-Operational			
Tailpipe Protection/Screen-Secured			
Front Kick Panels - Secured and fit as OEM (no rattles)			
Locks-Operational (as appropriate)			
Hood and trunk releases-Operational			
Anti-theft Kill Switch-Operational			
All Warning Lights-Operational			
<u>Interior</u>			
Vehicle starts when ignition engaged			
Vehicle stops when ignition disengaged			
Cruise control-Operational			
Neutral safety switch-Operational			
Instrument Panel Gages & Lights (All)-Operational			
Mileage and odometer gages (metric)-Operational			
Dome and other interior lights-Operational			
Compass-Calibrated and operational			
Rearview mirror free from damage and adjustable/Securely mounted			
Power Windows-Operational/Driver's window and front passenger window stop (and motor does not continue to run) at 6/Rear passenger windows			
-Inoperable			
Original vehicle data stickers are not present (Airbag warning sticker removed)			
Dash Panel-Secured and fits as OEM			
Security Alarm-Operational			
Head restraints-Operational			
Seat/Shoulder Belts-Operational			
Storage compartments/Glove box doors-Operational			
Headliner-Secured-Maintains OEM look			

Back-up battery initiation switch-Installed/Operational
Manual seats easily adjusted - Electronic seats-Operational
Seats/carpet secured and free from stains/cuts-Maintains OEM look
Intercom system-Operational
Vents-Operational and functioning properly
All door handles-Operational
Air Conditioning-Operational and functioning properly
Heater-Operational and functioning properly
Horn-Operational
Radio-Operational
Trims (All) - Reinstalled, realigned to OEM and secured
Air bags-Deactivation switch & warning light-Installed & operational

Lights (Front and Back/Interior and Exterior)

Daytime running lights-Operational or disabled (dependent upon AOR
Flash to pass-Operational
Low beam-Operational
High beam-Operational
Directionals-Operational
Flashers-Operational
Trunk interior-Operational

Engine

Proper operating temperature
No unusual noises

Under Hood

Primary & back-up batteries protection-Installed and Secured
Battery-Charged (double-check with tester)
Engine computer protected
Hood latch-Operational
Fluids at proper levels
Engine Oil
Transmission Fluid
Clutch Master Cylinder
Brake Master Cylinder
Power Steering
Windshield Washer
Rear Washer
Coolant
Lines/Hoses/Wiring-Secured-no chafing, rubbing or interference

Warning Labels

Kill Switch label for starting vehicle-Secured
Data Plate-Secured
Glass Warning label
Passenger Limits Label
Air Bag Disabled Label

Brakes

Brakes-Operational
Parking Brake-Operational
Brake Shift Lock-Operational

Under Vehicle

No leaks, weeps, seeps or drips
Lines/Hoses/Wiring-Secured-no chafing, rubbing or interference
Skid Plates-Secured

Steering and Suspension-Secured
Heat shield installed and secured to protect heat and air coolant
from pavement heat
Brake System-Secured
Exhaust System-Secured
Tie-down brackets-Secured

Transmission

Vehicle shifts through all ranges

Manuals

Vehicle Manufacturer's Manual
Armor Kit Maintenance Guide (Submitted in requested language)

Accessories

Car Jack-Properly sized and installed

Testing (Circle correct result)

Brake Test-Passed/Failed (60-0 in < 185 ft.)
Handling Test-Passed/Failed
Acceleration Test-Passed/Failed
Top Speed Test-Passed/Failed

Shipping

Vehicle Blocked Correctly
Vehicle Braced Correctly
Labels in place for shipping ONLY
Glass Care-Secured
Cargo Capacity-Secured
Car Jack Usage-Secured
Airbag Disabled-Secured